

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



July 2, 2014

Advice Letter 4418-E

Brian K. Cherry
Vice President, Regulation and Rates
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Subject: Modification of Schedules NEM, NEMV, NEMVMASH pursuant to D.14-03-041 and AB 327.

Dear Mr. Cherry:

Advice Letter 4418-E is effective June 18, 2014.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director
Energy Division

May 19, 2014

Advice 4418-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Modification of Schedules NEM, NEMV, NEMVMASH pursuant to Decision (D.) 14-03-041 and Assembly Bill 327**Purpose**

Pacific Gas and Electric Company (PG&E) hereby seeks approval to make modifications to its Schedules NEM, NEMV, NEMVMASH, NEMFC and associated Filed Forms.

Background

On May 30, 2012, the California Public Utilities Commission (Commission or CPUC) issued Decision (D.) 12-05-036¹ revising how the net energy metering (NEM) program 5% cap under California Public Utilities Code (PUC) Section 2827 was to be calculated. On October 7, 2013, Assembly Bill (AB) 327² was approved by the Governor providing further guidance on the net energy metering cap and the ensuing program transition once the cap was reached. Subsequently, in November of 2013 the Commission issued D.13-11-026³ *vacating* its earlier decision D.12-05-036. On April 4, 2014 the Commission issued D.14-03-041⁴. It provided further details on the net energy metering cap and the ensuing program transition. As ordered by D.14-03-041, this advice letter revises the net energy metering cap language in PG&E Schedules:

¹ D.12-05-036 – DECISION REGARDING CALCULATION OF THE NET ENERGY METERING CAP –

http://docs.cpuc.ca.gov/PublishedDocs/WORD_PDF/FINAL_DECISION/167591.PDF

² AB 327 – Approved by the Governor 10-07-13

http://leginfo.ca.gov/pub/13-14/bill/asm/ab_0301-0350/ab_327_bill_20131007_chaptered.pdf

³ D.13-11-026 – ORDER VACATING DECISION (D.) 12-05-036 AND DISMISSING APPLICATIONS FOR REHEARING –

<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M079/K860/79860236.PDF>

⁴ D.14-03-041 DECISION ESTABLISHING A TRANSITION PERIOD PURSUANT TO ASSEMBLY BILL 327 FOR CUSTOMERS ENROLLED IN NET ENERGY METERING TARIFFS

<http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M089/K386/89386131.PDF>

- NEM (*Net Energy Metering Service*),
- NEMV (*Virtual Net Energy Metering for a Multi-Tenant or Multi-Meter Property Served at the Same Service Delivery Point*), and
- NEMVMASH (*Virtual Net Energy Metering For Multifamily Affordable Housing (MASH/NSHP) With Solar Generator(s)*),

and makes associated changes to these programs' filed interconnection forms:

- 79-1069 *Generating Facility Interconnection Agreement (Multiple Tariff)*
- 79-1109 *Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating*
- 79-1124 *Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for Multifamily Affordable Housing with Solar*
- 79-1131 *NEMV Application and Interconnection Agreement for an Eligible Generating Facility of 1 Megawatt or Less Serving Multiple Tenants Served at a Single Service*
- 79-1137 *NEMV Application and Interconnection Agreement for an Eligible Generating Facility of 1 Megawatt or Less Serving Multiple Tenants Served at a Single Service Delivery Point*
- 79-1142 *NEMV Application and Interconnection Agreement*
- 79-1151A *AGREEMENT AND CUSTOMER AUTHORIZATION - Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less*

Finally, as Advice 4339-E is being withdrawn at the same time as this filing,⁵ PG&E includes in this advice letter the extension of the fuel cell net energy metering program included in AB 327⁶ that would otherwise be lost with Advice 4339-E's withdrawal.

This change is made to:

- Schedule NEMFC *Net Energy Metering Service for Fuel Cell Customer-Generators*;

and related changes are made in the NEMFC Filed Form:

- 79-1010, *Interconnection Agreement For Net Energy Metering Of Fuel Cell Generating Facilities*.

Tariff Changes

⁵ Advice 4339-E was filed in compliance with D.13-11-026, but with the CPUC adoption of D.14-03-041, it now needs to be withdrawn and replaced with today's filing.

⁶ See CA PUC section 2827.10

For D.14-03-041, PG&E makes the following changes:

Per OP⁷ 1, NEM Cap/Transition Cut-over Date – Requires that PG&E’s NEM customer-generators on Schedules NEM, NEMV or NEMVMASH prior to July 1, 2017, or the date PG&E reaches its NEM cap, whichever comes first, shall remain on NEM, NEMV or NEMVMASH for 20 years from the original year of interconnection, except as otherwise provided.

In the respective Tariffs, PG&E clarifies who would qualify on a “first-come, first-serve” basis for the current NEM, NEMV and NEMVMASH tariffs, and when the NEM Cap will be reached.

The NEM Cap in turn is based on the earlier of:

- (i) the AB 327 cut-off date of July 1, 2017 or
- (ii) when PG&E has exceeded larger of the 5% cap in CA PUC section 2827 (the calculation of which is detailed in Attachment 1 of D.14-03-041 and described in the NEM tariff) or the 2409 MW limit (added by AB 327 to Public Utilities Code Section 2827(c)(4)(B)(iii)).

Once this cap has been reached, Schedules NEM, NEMV and NEMVMASH will be closed to new customers.

Consistent with this ordering paragraph and the other provisions of D.14-03-041, PG&E added a new *NEM Transition Provisions* section to the NEM Applicability Section. These Provisions are only added in Schedule NEM, but also apply to Schedules NEMV and NEMVMASH which have been modified to include a reference to them.

NEM Transition Period -The first section, A, of the *NEM Transition Provisions* relates to the new *NEM Transition Period* and provides that customers “taking service on this tariff may remain on this tariff from (i) the date of the issuance of the ‘permission to operate’ (PTO) letter until (ii) the date of the customer’s first Energy True Up in the twenty first (21st) year.” For example, if the customer’s “Permission to Operate” Letter is sent on April 1, 2014, PG&E would end the transition period on the first net energy metering true-up for the generating facility **after** March 31, 2034 (so it must occur within the year, i.e., by no later than March 31, 2035.)

Per OP 2, Electing Early Transition – NEM customer-generators eligible for the 20-year transition period have the option to move to the successor tariff before the expiration of the generating system’s transition period. This is a permanent election and Customers may not later elect to return. This is addressed in the *Transition Options*, Section B of the *NEM Transition Provisions* in Schedule NEM.

⁷ Ordering Paragraph

Per OP 3 and 4, Capacity Modifications – This section describes the criteria used to determine whether or not modified or repaired NEM generating facilities may remain eligible for the remainder of their original transition period. This is addressed in the *Transition Options*, Section C of the *NEM Transition Provisions* in Schedule NEM.

Per OP 5, Change-of-Party Eligibility – Generating facilities eligible for the 20-year transition period don't lose eligibility if transferred to a new owner, operator, or utility account at the original location. This is addressed in the *Change Party*, Section D of the *NEM Transition Provisions* in Schedule NEM.

Per OP 6, NEM-Paired Storage Systems – Provides a placeholder for energy storage systems paired with Net Energy Metering generators that will be updated pursuant to subsequent Commission decisions⁸. This is addressed for NEM in *Storage*, Section E of the *NEM Transition Provisions* in Schedule NEM.

OP 7 & 8 covers the Monthly & Annual Reporting/Website Posting of NEM Cap Progress, and Posting of NEM terms, eligibility, and Cap progress on PG&E's Website – PG&E will continue to report progress towards the NEM Cap as required by Public Utilities Code Section 2827(c)(4)(C) and will work with the Energy Division on revisions to the reporting format and other items as detailed by these ordering paragraphs. Additionally, PG&E will post information on the NEM transition on its Web site consistent the guidance in these ordering paragraphs. These Ordering Paragraphs do not affect the language in Schedules NEM, NEMV or NEMVMASH.

Pursuant to OP 10⁹, this Tier 2 Advice is submitted in a timely manner within 45 days, i.e., by May 19, 2014, of D.14-03-041's Issuance on April 4, 2014.

PU Code 2827.7 provides that:

“Generation eligible for net energy metering that has all local and state permits required to commence construction on or before December 31, 2002, and has completed construction on or before September 30, 2003, shall be entitled, regardless of any change in customer or ownership of the energy system, for the life of the installation, to the net energy metering terms in effect on the date the local and state permits were acquired.”

However, PU Code section 2827.1 enacted as part of AB 327 directs that :

⁸ For instance, D.11-05-033, *Decision Regarding Net Energy Metering Interconnection Eligibility For Storage Devices Paired With Net Energy Metering Generation Facilities*, voted out by the CPUC on May 15, 2014.

⁹ OP 9 relates to admonishing installers to provide “honest and complete disclosures of Terms, Tariffs and Timing”; and finally, OP 11 relates to keeping the current rulemaking remain open.

(b) Notwithstanding any other law, the commission shall develop a standard contract or tariff, which may include net energy metering, for eligible customer-generators with a renewable electrical generation facility that is a customer of a large electrical corporation no later than December 31, 2015... (underline added.)

PG&E interprets this to mean that all NEM systems are covered under the transition provisions adopted by the Commission in D. 14-03-041 pursuant to AB 327. In accord the following provision in Special Condition 4 is removed from the NEM tariff:

EXEMPTIONS FROM CERTAIN CHARGES: Per Section 2827.7 of the California Public Utilities Code, eligible customer-generators who have all local and state permits required to commence construction of their generating facilities on or before December 31, 2002, and have completed construction on or before September 30, 2003, shall not be required to pay non-bypassable charges on Departing Load including Public Purpose Program charges and shall be entitled to the net energy metering terms in effect on the date the local and state permits were acquired, for the life of the generating facility, regardless of any change in customer or ownership of the generating facility.

NEMFC Changes – PG&E’s Schedule NEMFC – Net Energy Metering Service for Fuel Cell Customer-Generators. Sheet 2 – is amended so that the sunset date year is changed from **2015** to **2017**. This is in compliance with the AB 327 changes to PUC Section 2827.10 (f) on net energy metering for fuel cells:

“A fuel cell electrical generating facility shall not be eligible for participation in the NEMFC tariff unless it commenced operation before January 1, **2017**...”

PG&E makes a similar date change in Filed Form 79-1010, makes a wording correction, and a minor administrative update to a mailing address.

Form Changes:

To the seven NEM, NEMV and NEMVMASH forms listed earlier, PG&E add notice of the transition period.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than Monday June 9, 2014, which is 21 days¹⁰ after the date of this filing. Protests should be mailed to:

¹⁰ The 20-day protest period concludes on a weekend. PG&E is hereby moving this date to the following business day.

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail, or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter. (General Order 96-B, Rule 7.4.) The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Rule 3.11).

Effective Date

PG&E requests that this Tier 2 advice filing become effective on regular notice, June 18, 2014, which is 30 calendar days after the date of filing.

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 Rulemaking (R.) 12-11-005. 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 /sw".

Vice President, Regulatory Relations

Attachments

cc: Ehren Seybert
Gabriel Petlin
Service List R.12-11-005

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: **Kingsley Cheng / Shirley Wong**

Phone #: **(415) 972-5365 / (415) 972-5505**

E-mail: **PGETariffs@pge.com and k2c0@pge.com / slwb@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) #: **4418-E**

Tier: **2**

Subject of AL: **Modification of Schedules NEM, NEMV, NEMVMASH pursuant to Decision (D.) 14-03-041 and Assembly Bill 327**

Keywords (choose from CPUC listing): **Compliance, Consolidated Tariffs, Forms, Text Changes**

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: **Decision 14-03-041**

Does AL replace a withdrawn or rejected AL? **Yes.**

If so, identify the prior AL: **Advice 4339-E.**

Summarize differences between the AL and the prior withdrawn or rejected AL: **Advice 4339-E was filed in compliance with D. 13-11-026, but with the CPUC adoption of D. 14-03-041, it is withdrawn and replaced with today's filing.**

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: **No**

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: _____

Resolution Required? Yes No

Requested effective date: **June 18, 2014**

No. of tariff sheets: **40**

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 Schedules NEM, NEMFC, NEMV, NEMVMASH and Sample Forms 79-1010, 79-1069, 79-1109, 79-1124, 79-1131, 79-1137, 79-1142 and 79-1151A.**

Service affected and changes proposed: **See AL.**

Protests, dispositions, and all other correspondence regarding this AL are due no later than 21 days¹ after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
ED Tariff Unit
505 Van Ness Ave., 4th Floor
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Brian K. Cherry, Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

¹ The 20-day protest period concludes on Sunday; therefore, PG&E hereby moves this date to the following business day.

**ATTACHMENT 1
Advice 4418-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
33897-E**	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 1	33464-E
33898-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 2	33465-E
33899-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 3	33466-E
33900-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 4	
33901-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 5	33467-E
33902-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 6	33674-E
33903-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 7	33469-E
33904-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 8	33470-E
33905-E	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 9	33471-E
33906-E	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 10	33472-E
33907-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 11	33473-E
33908-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 12	32766-E

**ATTACHMENT 1
Advice 4418-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
33909-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 13	33474-E
33910-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 14	33475-E
33911-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 15	33476-E
33912-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 16	33477-E
33913-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 17	33478-E
33914-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 18	33479-E
33915-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 19	33214-E
33916-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 20	32768-E
33917-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 21	33675-E
33918-E*	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 22	33481-E
33919-E	ELECTRIC SCHEDULE NEMFC NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-GENERATORS Sheet 2	32441-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
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33920-E*	ELECTRIC SCHEDULE NEMV VIRTUAL NET METERING FOR A MULTI- TENANT OR MULTI-METER PROPERTY SERVED AT THE SAME SERVICE DELIVERY POINT Sheet 3	32069-E
33921-E	ELECTRIC SCHEDULE NEMV VIRTUAL NET METERING FOR A MULTI- TENANT OR MULTI-METER PROPERTY SERVED AT THE SAME SERVICE DELIVERY POINT Sheet 7	31552-E
33922-E*	ELECTRIC SCHEDULE NEMVMASH VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S) Sheet 2	32808-E
33923-E	ELECTRIC SCHEDULE NEMVMASH VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S) Sheet 4	31627-E
33924-E	ELECTRIC SCHEDULE NEMVMASH VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S) Sheet 5	31628-E
33925-E	ELECTRIC SCHEDULE NEMVMASH VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S) Sheet 6	31629-E
33926-E	Electric Sample Form No. 79-1010 Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities	32449-E

**ATTACHMENT 1
Advice 4418-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
33927-E	Electric Sample Form No. 79-1069 Generating Facility Interconnection Agreement (Multiple Tariff)	32450-E
33928-E	Electric Sample Form No. 79-1109 Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less Sheet 1	32045-E*
33929-E	Electric Sample Form 79-1124 Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 Megawatt or Less Sheet 1	32046-E*
33930-E	ELECTRIC SAMPLE FORM 79-1131 NEMV APPLICATION AND INTERCONNECTION AGREEMENT FOR A SOLAR (PV) OR WIND GENERATING FACILITY OF 1 MW OR LESS Sheet 1	32048-E*
33931-E	ELECTRIC SAMPLE FORM 79-1137 INTERCONNECTION AGREEMENT FOR NET METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND Sheet 1	32049-E*
33932-E	ELECTRIC SAMPLE FORM 79-1142 NEMV INTERCONNECTION APPLICATION FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1 MEGAWATT OR LESS Sheet 1	32050-E*

**ATTACHMENT 1
Advice 4418-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
33933-E	ELECTRIC SAMPLE FORM 79-1151A AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Sheet 1	33650-E
33934-E**	ELECTRIC TABLE OF CONTENTS Sheet 1	33892-E
33935-E**	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 6	33837-E
33936-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 28	33691-E



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 1

APPLICABILITY: This net energy-metering schedule is applicable to a customer who uses a Renewable Electrical Generation Facility as defined below with a capacity of not more than 1,000 kilowatts that is located on the customer's owned, leased, or rented premises, is interconnected and operates in parallel with PG&E's transmission and distribution systems, including wind energy co-metering customers as defined in California Public Utilities Code Section 2827.8, and is intended primarily to offset part or all of the customer's own electrical requirements (hereinafter "eligible customer-generator" or "customer"). Subject to the requirements of Special Condition 7, Load Aggregation to determine the customer's own electrical requirements is permitted. Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Electric Service Providers (ESPs) serving eligible customer-generators. (T)

This service is not applicable to a Direct Access (DA) customer where the customer's ESP does not offer a net energy metering tariff. In addition, if the tariffs for the customer's ESP do not permit Load Aggregation, as described in Special Condition 7, this option is not available to the DA customer. In addition, if an eligible customer-generator participates in direct transactions with an ESP that does not provide distribution service for the direct transactions, the ESP, and not PG&E, is obligated to provide net energy metering to the customer. (T)

NEM Cap: This rate schedule is available on a first-come, first-served basis to customers that provide PG&E with: (T)

- (a) a completed Net Energy Metering Application including all supporting documents and required payments; AND
- (b) a completed signed Net Energy Metering Interconnection Agreement; AND
- (c) evidence of the customer's final inspection clearance from the governmental authority having jurisdiction over the Electrical Generation Facility,

until the earlier of:

- (i) July 1, 2017, or
- (ii) such time as the Total Rated Generating Capacity used by eligible customer-generators and Qualified Customers on Rate Schedules NEM, NEMV and NEMVMASH exceeds the larger of five (5) percent of PG&E's Aggregate Customer Peak Demand or 2409 megawatts of nameplate generating capacity. Customers meeting these conditions are referred to as "NEM Transition Eligible Customers".

Once this cap has been reached, Schedules NEM, NEMV and NEMVMASH will be closed to new customers. The NEM Transition Provisions below will apply here.

Total Rated Generating Capacity: The total rated generating capacity of eligible customer-generators will be calculated as the sum of all of the following: (T)

- 1) For each PV generating facility, PG&E will use the California Energy Commission's (CEC) AC rating; or where the CEC AC rating is not available, PG&E will multiply the inverter AC nameplate rating by 0.86.
- 2) For all other Renewable Electrical Generation Facilities, PG&E will use the AC nameplate rating of the generating facility.

(L)
 (Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 3

APPLICABILITY:
 (Cont'd.)

- C. Modifications: (Cont'd.)** NEM Transition Eligible Customers, NEMV Transition Eligible Customers or NEMVMASH Transition Eligible Customers making modifications that increase the Renewable Electrical Generation Facility's size by more than the above amounts may either choose to (i) meter the additions separately under the successor tariff or (ii) elect for the whole system to take service under the successor tariff.
- D. Change Party:** Renewable Electrical Generation Facilities for NEM Transition Eligible Customers, NEMV Transition Eligible Customers or NEMVMASH Transition Eligible Customers shall not lose eligibility if transferred to a new owner, operator, or PG&E account at the original location, except if the Transition Option is selected.
- E. Storage:** To the extent that eligible energy storage systems are granted interconnection exemptions under Net Energy Metering, they shall be treated in the same way, and subject to the same transition period, as the underlying Renewable Electrical Generation Facility to which they are connected.

Customers seeking generator interconnections in portions of San Francisco and Oakland where PG&E has a network grid must contact PG&E about generation export limitations.

A Renewable Electrical Generation Facility means a generating facility that generates electricity by using:

- a) biomass,
- b) solar thermal,
- c) photovoltaic,
- d) wind,
- e) geothermal,
- f) fuel cells using renewable fuels,
- g) small hydroelectric generation (but a small hydroelectric generation facility is not an eligible Renewable Electrical Generation Facility if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow),
- h) digester gas,
- i) municipal solid waste conversion,
- j) landfill gas,
- k) ocean wave,
- l) ocean thermal, or
- m) tidal current,

and any additions or enhancements to the facility using that technology pursuant to paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code. These renewable sources are defined in the latest version of the California Energy Commission's (CEC's) Renewable Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.

³ The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>

(N)

 (N)
 (L)

 (L)
 (L)

(Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 4

APPLICABILITY: Schedule NEM applies also to specified net energy metering eligible (NEM-eligible) (L)
 (Cont'd.) generators in a generating facility comprised of multiple NEM- and non-NEM-eligible
 generators, served through the same Point of Common Coupling (PCC), where the NEM-
 eligible generating capacity is not more than 1 MW. Such facilities will be referred to as
 Multiple Tariff Facilities, and any group of generators within such a facility that is subject
 to the same tariff provisions for billing and metering purposes will be referred to as a
 Constituent Generator Group. In order to be eligible for this rate schedule in a Multiple
 Tariff Facility, the customer-generator must meet all the requirements of Special Condition
 4 for the schedule NEM-eligible generator, and must also meet any other applicable (T)
 tariffs.

Due to the complexity of Load Aggregation Arrangements and/or Multiple Tariff Facilities (T)
 NEM generating facilities interconnecting under the provisions of Special Conditions 4 and (T)
 7 may require additional review and/or interconnection facilities and other equipment, and
 may incur interconnection costs, as provided for in electric Rule 21.

A Customer who owns, rents or leases a premises that includes solar and/or wind turbine
 electrical generating facilities, or a hybrid of both with a capacity of 30kW or less, that
 were previously approved by PG&E for NEM interconnection prior to the Customer
 moving in and/or taking electric service with PG&E (Change of party Customer) will take
 service on this tariff as long as the requirements of this section are met. To be eligible,
 the Change of party Customer must: 1) ensure that the generating facility is compliant with
 all applicable safety and performance standards as delineated in PG&E's Electric Rule 21
 and other applicable tariffs; 2) understand that PG&E may from time to time release to the
 California Energy Commission and/or the California Public Utilities Commission,
 information regarding the Change of party Customer's facility, including Change of party
 Customer's name and Generating Facility location, capacity and operational
 characteristics. Any type of Renewable Electrical Generation Facility other than a solar
 and/or wind turbine electrical generating facilities, or a hybrid of both with a capacity of
 30kW or less, may at PG&E's request be required to complete and submit to PG&E a new
 Interconnection Agreement (79-1137) and/or Affidavit (Appendix C).

Change of party Customers making any modification to previously approved PG&E NEM
 solar and/or wind turbine electrical generating facilities or other Renewable Electrical
 Generation Facility are not eligible for this provision and must complete the
 interconnection process in Special Condition 3 of this tariff.

Change of party Customers also must agree to comply with all rules and requirements of
 PG&E's Net Energy Metering tariffs.

When the builder/developer of a subdivision sells a new home during the NEM application
 process, after the builder/developer completes the Net Energy Metering Application and
 Interconnection Agreement and otherwise meets all of PG&E's requirements for the NEM
 project, but prior to PG&E providing final written approval for Parallel Operation on
 Schedule NEM, PG&E may treat the new home owner/Customer as a Change-of-party (L)
 Customer, as defined above.

(Continued)

Advice Letter No: 4418-E
 Decision No. 14-03-041

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Brian K. Cherry
 Vice President
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ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 5

APPLICABILITY: Demand Response Programs -
 (Cont'd.)

For Load Aggregation pursuant to Special Condition 7, Aggregated Accounts, including the Generating Account, are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Aggregated Accounts will be based on the Qualified Customer's metered usage disregarding any contributions allocated from the Generating Account. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) shall also exclude from consideration any impacts of Generator Account generation. Any payments for demand response will be limited to the customer's load, and not include excess generation exported to the grid.

(L)
 (T)

TERRITORY: The entire territory served.

RATES: All rates charged under this schedule will be in accordance with the eligible customer-generator's PG&E otherwise-applicable metered rate schedule (OAS). An eligible customer-generator served under this schedule is responsible for all charges from its OAS including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. The "Average Rate Limiter" for general service OAS's and all other demand charges will be based on the demand in kilowatts as measured only on the energy being consumed by the customer from PG&E. The power factor, when it applies on the OAS, will be based on the energy consumed by the customer-generator from PG&E and the average power factor over the past 12 billing months of operation prior to starting on NEM. Customer-generators without 12 billing months of power factor history, will have their power factor estimated based on the nature of the connected facilities and their hours of operation. Power factor will be subsequently applied to the customer-generator's bill until the customer-generator demonstrates to PG&E's satisfaction that adequate correction had been provided. PG&E will continue to monitor and review the power factor and if warranted, change the power factor correction on the customer-generator's bills. Charges for energy (kWh) supplied by PG&E, ESP or Community Choice Aggregator (CCA), as applicable, will be based on the net metered usage in accordance with Billing (Special Condition 2, below).

For PG&E customer-generators, the energy charges will be in accordance with the customer-generator's OAS. For ESP or CCA customer-generators, the ESP or CCA is responsible for providing the billing information regarding the applicable generation-related bill charges or credits to PG&E on a timely basis.

Customer-generators eligible for service under this schedule are exempt from the requirements of Schedule S—Standby Service except Multiple Tariff Facilities interconnected under the terms of Special Condition 4, may be subject to the requirements of Schedule S.

The charges and credits for Multiple Tariff Facilities taking service on this rate schedule under the provisions of Special Condition 4, will be calculated using the applicable OAS identified by the customer-generator in its application for interconnection and its interconnection agreement with PG&E or as subsequently changed by the customer-generator in accordance with PG&E's electric Rule 12.

Customer-generators with Multiple Tariff Facilities with existing NEM, NEMBIO and/or NEMFC eligible generators interconnecting additional generators, will receive a bill true-up prior to taking service under Special Condition 4. This ensures that all NEM accounts have the same Relevant Period, as defined in Special Condition 2, going forward.

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(Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 6

RATES: (Cont'd.)	PG&E rates and rate design, including the rates and rate design reflected in this Tariff, are subject to change from time to time. Customers should take this into consideration when making any long term decisions based on rate structures that are currently in place.	(N) (N)
SUB-SCHEDULES:	Eligible customer-generators will be placed on the appropriate sub-schedule as described below:	(L)
	1. NEMS – For Small Customer (as defined in Rule 1) customer-generators taking service with solar and/or wind generating facilities of 30 kilowatts or less.	
	2. NEMEXP – For Small Customer (as defined in Rule 1) customer-generators with (i) solar and/or wind generating facilities or 1,000 kilowatts or less, other than facilities of 30 kilowatts or less, or (ii) any other Renewable Electrical Generation Facility of 1,000 kilowatts or less.	
	3. NEMEXPM – For all other commercial, industrial customer-generators, and agricultural customers billed monthly under Special Condition 2.	
	4. NEMMT – For customer-generators taking service as a Multiple Tariff Facility under Special Condition 4 of this tariff.	(T)
	5. NEMA – For a customer-generator with a Load Aggregation Arrangement pursuant to Special Condition 7 of this tariff.	(L)(T)

(Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 7

SPECIAL
 CONDITIONS:

1. METERING: Multiple Tariff Facilities will be metered under one of the options described in Special Condition 4. All other net energy metering shall be accomplished using a single meter capable of registering the flow of electricity in two directions. If the eligible customer-generator's existing electrical meter is not capable of measuring the flow of electricity in two directions, the eligible customer-generator shall be responsible for all expenses involved in purchasing and installing a meter that is able to measure electricity flow in two directions. An additional meter or meters, installed in a dual meter socket ("dual metering"), to monitor the flow of electricity in each direction may be installed with the consent of the eligible customer-generator, at the expense of PG&E, and the dual metering shall be used only to provide the information necessary to accurately bill or credit the customer according to the utility's OAS or to collect Renewable Electrical Generation Facility electric generating system performance information for research purposes. PG&E shall determine whether dual metering is required under this provision. If dual metering is installed, the net energy metering calculation (see below) shall yield a result identical to that of a single meter capable of measuring the flow of electricity in two directions.

(L)
 (T)

PG&E shall not require dual metering except where necessary for billing accuracy. If none of the normal metering options available at PG&E's disposal which are necessary to render accurate billing are acceptable to the customer-generator, PG&E shall have the right to refuse interconnection.

(D)

Customer-generators with Load Aggregation Arrangements will need metering on the Generating Account capable of separately measuring exports in a manner commensurate with the smallest time interval used by PG&E to establish billing determinates for any of the Aggregated Account meters. If a newly installed Renewable Electrical Generation Facility can use the existing metering, the metering charges will be based on applicable meter charges in the Generating Account OAS; if a new meter is requested by the customer for a new service as allowed in Special Condition 3, it must be installed at the customer's expense as a Special Facility using incremental costs, pursuant to Section I, Electric Rule 2.

For each Aggregated Account other than the Generating Account, an appropriate load account meter is required, consistent with the rate schedule for that account, and customer is responsible for all metering charges provided for in each Aggregated Account's OAS.

(L)

(Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 8

SPECIAL
 CONDITIONS:
 (Cont'd.)

2. BILLING: Facilities qualifying under Multiple Tariffs Facilities, see Special Condition 4.

(L)
 (L)/(T)
 (L)

For customer-generators taking service on OAS's, any net monthly consumption or production shall be valued as follows:

a. For an OAS with Baseline Rates

Any net consumption or production shall be valued monthly as follows:

If the eligible customer-generator is a net consumer, the eligible customer-generator will be billed in accordance with the eligible customer-generator's OAS.

If the eligible customer-generator is a net generator, the net kWh generated shall be valued at the rate for the kWh up to the baseline quantity, with any excess kWh generated, valued at the rate for the appropriate tier level in which the equivalent kWh of usage would fall.

If the eligible customer-generator is being served under DA or CCA Service, ESP or CCA charges will be specified by their ESP or CCA in accordance with the eligible customer-generator's OAS and PG&E's Direct Access or Community Choice Aggregation tariffs. Applicable PG&E charges or credits will be valued as described in this Section 2.

For a DA or CCA Service customer-generator, Generation Rate Component credits, if any, do not reduce the charges owed to PG&E for energy supplied to the eligible customer-generator.

b. For an OAS with Time of Use (TOU):

If the eligible customer-generator is a net consumer during any discrete TOU period, the net kWh consumed shall be billed in accordance with that same TOU period in the eligible customer-generator's OAS.

If the eligible customer-generator is a net generator during any discrete TOU period, the net kWh produced shall be valued at the same price per kWh at the same TOU period in the eligible customer generator's OAS.

In the event that at the end of the monthly billing cycle, an eligible customer-generator's net usage for all TOU periods totals zero (i.e. net generation in one or more periods exactly offsets the net usage in all other periods), then the value of usage and/or generation will be calculated using Tier 1 rates (as set forth in the OAS).

If the eligible customer-generator is being served under DA or CCA Service, ESP or CCA charges will be specified by their ESP or CCA in accordance with the eligible customer-generator's OAS and PG&E's Direct Access or Community Choice Aggregation tariffs. Applicable PG&E charges or credits will be valued as described in this Section 2.

For a DA or CCA Service customer-generator, Generation Rate Component credits, if any, do not reduce the charges owed to PG&E for energy supplied to the eligible customer-generator.

(L)

(Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 9

SPECIAL
 CONDITIONS:
 (Cont'd.)

2. NET ENERGY METERING AND BILLING: (Cont'd.)

(L)

c. For an OAS with Minimum Charges:

Eligible customer-generators taking service on residential OAS's, the minimum charges have a customer-related component and an energy-related component. The applicable customer-related components of such minimum charges shall be treated as described in the OAS and billed monthly. The energy (kWh) related component shall be treated in the same manner as energy (kWh) consumed, as described in Section 2.e below, unless otherwise provided for in the OAS.

d. For a customer-generator electing Load Aggregation

For each monthly billing period, the energy (kWh) exported to the grid (in kilowatt-hours or kWh) by the Renewable Electrical Generation Facility shall be allocated to each of the Aggregated Account meters (kWh reading), as well as the Generating Account if it has load, based on the cumulative usage at each aggregated account and the cumulative generation from the generating account from the start of the Relevant Period. At the end of the month, once the allocation proportions are known, the kWh for each Generating Account meter interval will be allocated to each of the Aggregated Accounts for the corresponding interval.

Once the kWh is allocated to an eligible customer-generator's Aggregated Account, that account will be treated in accordance with (a), (b), and/or (c) above, as applies to the rate schedule on which the Aggregated Account takes service. The Generating Account will also be treated as an Aggregated Account in months where it has net load.

e. Payment Options:

Eligible Small Customer (as defined in Rule 1) customer generators may pay monthly or annually for the net energy (kWh) consumed. For all other commercial, industrial, and agricultural customers, the net balance of all moneys owed must be paid on each monthly billing cycle; when they are a net electricity producer over a monthly billing cycle, the value of any excess kilowatt-hours generated during the billing cycle shall be carried over to the following billing period and appear as a credit on the customer generator's account, until the end of the Relevant Period.

Aggregated Accounts, including the Generating Account in a Load Aggregation Arrangement must pay monthly for energy consumed.

f. Relevant Period:

A Relevant Period consists of any twelve monthly billing cycles commencing on the date PG&E provides the Customer-Generator with PG&E's written approval to begin parallel operation of the generating facility for purposes of participating in NEM, and on every subsequent anniversary thereof. If an eligible customer-generator terminates service, or experiences a change in ESP or CCA prior to the end of any 12 monthly billing cycles the Relevant Period will consist of that period from the anniversary date until the effective date of that termination or ESP or CCA change.

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(Continued)



**ELECTRIC SCHEDULE NEM
 NET ENERGY METERING SERVICE**

Sheet 10

SPECIAL
 CONDITIONS:
 (Cont'd.)

2. NET ENERGY METERING AND BILLING: (Cont'd.)

(L)

f. Relevant Period: (Cont'd.)

For Load Aggregation, the Generating Account and all Aggregated Accounts will have the same billing cycle and Relevant Period, based on the interconnection date, or Anniversary thereof as described earlier in this paragraph. However, if an Aggregated Account terminates service, or experiences a change in ESP or CCA prior to the end of any 12 monthly billing cycles, its Relevant Period will consist of that period from the anniversary date until the effective date of that termination or ESP or CCA change. If an Aggregated Account is subsequently added, its Relevant Period will consist of that period from its effective date of inclusion in Load.

g. Energy True Up:

Net energy is defined as measuring the difference between the energy (kWh) supplied by PG&E, ESP or CCA, as applicable, through the electric grid to the eligible customer-generator and energy (kWh) generated by an eligible customer-generator and fed back into the electric grid over a Relevant Period.

For an Aggregated Account, (including a Generating Account) Net Energy is defined as measuring the difference between the energy (kWh) supplied by PG&E, ESP or CCA, as applicable, through the electric grid to the eligible customer-generator and the total energy (kWh) allocated to that Aggregated Account over a Relevant Period.

A true up is performed by PG&E and/or ESP or CCA, as applicable, at the end of each Relevant Period following the date the customer-generator was first eligible for Schedule NEM, or the date of PG&E's written approval to begin parallel operation of the generating facility for purposes of participating in NEM, whichever is later, and at each anniversary date thereafter. The eligible customer-generator shall be billed for energy (kWh) used during that period.

Where the residential minimum bill applies at the true up for a Bundled Service customer, no further amounts will be billed to the customer-generator as a result of the true up. Where the minimum bill applies at the true up for a customer generator that has taken DA, CCA Service or transitional bundled commodity cost service for all or part of the Relevant period, the customer-generator will be billed for all applicable energy-related components, provided no credit will be allowed for negative components unless the rate for such component is also negative.

If the customer-generator is taking service under DA or CCA Service, separate true-ups will be calculated for the applicable PG&E charges and credits and the ESP or CCA charges and credits. If PG&E is the electric commodity service provider, this condition may be modified where the customer has signed a contract to sell electricity to PG&E.

(L)

(Continued)



**ELECTRIC SCHEDULE NEM
 NET ENERGY METERING SERVICE**

Sheet 11

SPECIAL
 CONDITIONS:
 (Cont'd.)

2. NET ENERGY METERING AND BILLING: (Cont'd.)

(L)

g. Energy True Up: (Cont'd)

For a DA or CCA Service customer-generator, Generation Rate Component credits, if any, do not reduce the charges owed to PG&E for energy supplied to the eligible customer-generator.

If any Eligible customer-generator has any credits calculated pursuant to this Section 2 remaining at the end of the Relevant Period, that credit will be set to zero. However, in the event the energy (kWh) generated exceeds the energy (kWh) consumed during the Relevant Period, compensation shall be made for the excess energy (kWh) as described and allowed for in Special Condition 5.

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Once the true-up is completed at the end of the Relevant Period, any overpayment for energy (kWh) from the true-up will be credited to future bill charges.

h. Billing Information:

If PG&E supplies the eligible customer-generator with energy (kWh), PG&E shall provide the eligible customer-generator with net energy (kWh) consumption information with each regular bill. That information shall include the current monetary balance owed PG&E for the net energy (kWh) consumed since the last Relevant Period ended.

i. Electric Service Provider (ESP) Charges:

If PG&E provides direct access (DA) metering for the ESP, UDC consolidated billing (that is, PG&E Consolidated Billing as described on PG&E's Rule 22), or ESP dual or consolidated billing support services for DA customer-generators served under PG&E's rates or their ESP's rates, PG&E may recover the incremental costs related to net energy metering from the customer's ESP, as described in Schedule E-ESP – *Services To Electric Service Providers, and Schedule E-EUS – End User Service*.

All accounts in a Load Aggregation Arrangement, including the Generating Account and all of its Aggregated Accounts, will normally all take service either only from PG&E, a single ESP or a single CCA. However, if PG&E is the billing agent, a mixture of electric commodity service providers may be permitted as long as PG&E agrees and recovers the additional incremental costs related to billing this Load Aggregation Arrangement from the customer's ESP and/or CCA based on the applicable rates in Schedules E-ESP and E-CCA.

(L)

(Continued)



**ELECTRIC SCHEDULE NEM
 NET ENERGY METERING SERVICE**

Sheet 12

SPECIAL
 CONDITIONS:
 (Cont'd.)

3. INTERCONNECTION: Prior to receiving approval for Parallel Operation, the customer-generator must submit a completed PG&E application form and interconnection agreement as follows:

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Rate Option	Application	Interconnection Agreement
NEMS	For Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: <i>Application - Net Energy Metering Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Form 79-1151B)⁴</i>	<i>Agreement and Customer Authorization – Net Energy Metering Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Form 79-1151A)⁴</i>
NEMEXP	For Solar and/or Wind Net Energy Metering Generating Facilities of 1,000 Kilowatts or Less, other than Facilities of 30 Kilowatts or Less: <i>Generating Facility Interconnection Application, (Form 79-974)</i> <i>Expanded Net Energy Metering (NEM) Supplemental Application Form (Form 79-998)</i>	<i>Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, other than Facilities of 30 Kilowatts or Less (Form 79-978)</i>
	For Renewable Electrical Generating Facilities other than Solar and/or Wind Electric Generating Facilities of 1,000 Kilowatts or Less: <i>(same as for Solar and/or Wind NEMEXP)</i>	<i>Interconnection Agreement for Net Energy Metering For A Renewable Electrical Generation Facility Of 1,000 Kilowatts Or Less (Form 79-1137)</i>
NEMEXPM	For all other commercial, industrial customer-generators, and agricultural customers billed monthly under Special Condition 2 with (i) Solar and/or Wind Generating Facilities of 1,000 Kilowatts or Less, other than Facilities of 30 Kilowatts or Less, (ii) or any other Renewable Electrical Generation Facility of 1,000 Kilowatts or Less: <i>(same as for NEMEXP)</i>	<i>(same as for NEMEXP)</i>
NEMMT	For customer-generators taking service as a Multiple Tariff Facility under Special Condition 4 of this tariff: <i>Generating Facility Interconnection Application (Form 79-974)</i>	<i>Generating Facility Interconnection Agreement (Multiple Tariff) (Form 79-1069)</i>
NEM Inspection Report	To accompany a new interconnection agreement, as required under Special Condition 6 of this tariff:	<i>NEM/NEMVMASH Inspection Report – (Form 79-1125)</i>

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⁴ Both the Agreement and Customer Authorization (79-1151A) and Application (79-1151B) forms must have been submitted before PG&E will issue the Permission to Operation (PTO) letter, except that collection of customer-specific system cost information that previously was collected as a condition of customer participation in the Residential PV CSI Program is voluntary. Information in the Agreement and Customer Authorization can be electronically signed and submitted by the Customer in an electronic format, subject to approval by PG&E. Information in the Application can be submitted by the Company or Customer in an electronic format, subject to approval by PG&E.

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(Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 13

SPECIAL
 CONDITIONS:
 (Cont'd.)

3. INTERCONNECTION: (Cont'd.)

For Load Aggregation, a completed and signed "NEM Load Aggregation Appendix" (Form 79-1153) must be submitted together with the appropriate NEM interconnection agreement listed above.

The eligible customer-generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability.

For Load Aggregation Arrangements Requesting an additional service for Generator – Subject to all other applicable rules, an additional service may be allowed for the Generating Account if it has no load other than that associated directly with the Renewable Electric Generation Facility. However, a customer may not subsequently add load to that additional service, and if the Renewable Electrical Generation Facility is removed, the additional service, may not be converted to a load account.

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ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 15

SPECIAL
 CONDITIONS:
 (Cont'd.)

4. MULTIPLE TARIFF FACILITIES (Cont'd):

(L)(T)

f. Except for Load Aggregation Arrangements, where multiple NEM-eligible Constituent Generator Groups are present and energy (kWh) is exported to the grid at the PCC, the billing credit will be based upon the proportional contribution of the energy production (kWh) of each NEM-eligible Constituent Generator Group over the billing period as follows:

- 1) Sum all NEM-eligible Constituent Generator Groups' NGOM readings.
- 2) Determine the proportion of energy (kWh) attributable to each NEM-eligible Constituent Generator Group by dividing the NGOM reading of each by the sum from (1) above.
- 3) NEM-eligible Export is the lesser of either all exported energy (kWh) as measured at the PCC or the sum of the energy (kWh) per (1) above.
- 4) Take the NEM-eligible Export and assign it to each NEM-eligible Constituent Generator Group based on its respective proportion of NGOM reading.
- 5) Determine the bill credit for the customer-generator as provided under the customer-generator's OAS in combination with the net energy metering tariff billing treatment type for each NEM-eligible Constituent Generator Group.
- 6) If interval metering is chosen per Special Condition 4(g)(2)(c) of this special condition, this allocation of bill credit will be done on the aggregated intervals over a billing period. If the OAS is a time-of-use (TOU) rate schedule, the allocation will be performed for each aggregated TOU period separately.
- 7) Generating Facilities including only multiple Renewable Electrical Generating Facilities are not Multiple Tariff Facilities and the customer-generator will be billed as provided in Special Condition 2 of this tariff.

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**ELECTRIC SCHEDULE NEM
 NET ENERGY METERING SERVICE**

Sheet 16

SPECIAL
 CONDITIONS:
 (Cont'd.)

4. MULTIPLE TARIFF FACILITIES (Cont'd):

g. Multiple Tariff Facility Configurations and Metering.

1) Except for Load Aggregation Arrangements, for two or more types of NEM-eligible Constituent Generator Groups, the customer-generator must select one of the following options:

a) Install NGOM on each Constituent Generator Group. In addition, metering is required at the PCC capable of separately registering the flow of energy (kWh) in two directions. Billing credit will be calculated as provided for in Special Condition 4(f). Generation Rate Component charges are the charges for energy (kWh) used based on the generation rate component of the energy charge under the customer-generator's rate schedule(s). Billing credit will be applied consistent with the appropriate net metering tariff as follows:

i. First, apply NEMBIO credits (if any) to Generation Rate Component charges on any aggregated accounts, and then to Generation Rate Component charges on the account served by the generating facility (Host Account).

ii. Second, apply NEMFC credits (if any) to Generation Rate Component charges on the account served by the generating facility.

iii. Third, apply NEM credits (if any) as appropriate to the remainder of energy charges on the account served by the generating facility.

b) If the customer-generator has no Constituent Generator Group(s) eligible for Schedule NEMBIOA, but has a Constituent Generator Group eligible for Schedule NEM consisting of one or more Renewable Electrical Generation Facilities, the customer-generator may elect to take service for such under either Schedule NEMBIO or NEMFC, as appropriate to one of the other Constituent Generator Group(s).

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**ELECTRIC SCHEDULE NEM
 NET ENERGY METERING SERVICE**

Sheet 17

SPECIAL
 CONDITIONS:
 (Cont'd.)

4. MULTIPLE TARIFF FACILITIES (Cont'd):

(L)(T)

g. Multiple Tariff Facility Configurations and Metering. (Cont'd)

2) For both, NEM-Eligible — unless there is a Load Aggregation Constituent Generator Group, in which case it must be the only NEM-Eligible Constituent Generator Group — and non-NEM Eligible Constituent Generator Groups, the Customer-Generator must select one of the following options:

i. **The Non Export Relay Option:** A Customer-Generator must install a Non-Export relay on their non-NEM Constituent Generator Groups and install metering as follows: 1) If there is only one type of NEM-eligible Constituent Generator Group then metering at the PCC is all that is required and the terms of the appropriate NEM tariff for that group will apply; 2) If there are two or more types of NEM-Eligible Constituent Generator Groups, then Metering at the PCC and NGOM metering of each NEM-Eligible Constituent Generator Group is required. The requirements of Special Condition 4(f) and 4(g) apply.

ii. **The Load Metering Option:** The customer-generator must install NGOM on each NEM-Eligible Constituent Generator Group, install energy consumption metering at the load, and install metering at the PCC as follows: 1) If there is one type of NEM-Eligible Constituent Generator Group then the terms of the appropriate NEM tariff for that group will apply; 2) If there are two or more types of NEM-Eligible Constituent Generator Groups, then the terms of Special Condition 4(f) and 4(g) apply.

iii. **The Interval Meter Option:** The customer-generator must install interval NGOM on each NEM-Eligible Constituent Generator Group and install interval metering at the PCC as follows: 1) If there is one type of Constituent Generator Group then the terms of the appropriate NEM tariff for that group will apply; 2) If there are two or more types of NEM-Eligible Constituent Generator Groups, then the terms of Special Condition 4(f) and 4(g) for interval metering apply. Energies (kWh) generated in an interval are aggregated over a billing period according to the OAS.

h. Multiple Tariff Facilities, served under DA or CCA Service, may only participate to the extent their ESP or CCA offers net metering for the specific constituent generator group(s).

i. Multiple Tariff Facilities involving multiple Load Aggregation Constituent Generator Groups, except for those allowed under Section g. above, are not permitted at this time.

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ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 18

SPECIAL
CONDITIONS:
 (Cont'd.)

5. Net Surplus Electricity Compensation (NSC):

(L)(T)

Pursuant to P.U. Code Sections 2827 (h)(4)(A), this Special Condition was established to provide a NEM customer having **Net Surplus Electricity**, (defined as all electricity generated by an eligible customer measured in kilowatt-hours over a Relevant Period – as defined in Special Condition 2(e) of this tariff – that exceeds the amount of electricity consumed by that eligible customer), with **Net Surplus Electricity Compensation (NSC)** for the Net Surplus Electricity, while leaving other ratepayers unaffected. A NEM customer who has Net Surplus Electricity will be known as a **Net Surplus Generator**.

(a) NSC Applicability – All bundled Net Surplus Generators that satisfy the conditions in the Applicability Section of this tariff and take service under this rate schedule are eligible to receive NSC if they have a true-up on, or following, the effective date below. This includes Net Surplus Generators on sub-schedules NEMS, NEMEXP, and NEMEXPM. A NEMMT Net Surplus Generator is also eligible to receive NSC but only for the one or more generators at the same metered account eligible for billing treatment under Special Condition 2 (a through f) of this NEM schedule.

Net Surplus Generators who receive Direct Access (DA) Service from an ESP or who receive Community Choice Aggregation Service from a CCA are not eligible to receive NSC from PG&E but may contact their ESP or CCA Provider to see if they provide NSC.

If an eligible customer-generator elects Load Aggregation as described in Special Condition 7, the Generating Account shall be permanently ineligible to receive net surplus electricity compensation, and PG&E shall retain any kilowatt-hours and zero out any credits remaining on each account in the Load Aggregation Arrangement at the end of the Relevant Period. However, if an Aggregated Account that is not a Generating Account is separated from the Arrangement, and subsequently qualifies for NEM, it is also eligible for NSC.

(T)

The effective date for a Net Surplus Generator to begin to receive NSC will be no earlier than the end of their Relevant Period following January 1, 2011 unless (i) the Net Surplus Generator customer was a change-of-party Customer or became a new NEM customer in January 2010 and the meter read date for their twelfth billing month following enrollment in NEM falls in December of 2010; or (ii) a Net Surplus Generator's NEM meter was set to be read in January 2011 but due to PG&E's schedule of meter read dates, the read occurred on December 27, 2010 or later. Customers covered by subsections (i) or (ii) will be eligible to receive NSC for their Relevant Period ending in December 2010.

(L)

(Continued)

Advice Letter No: 4418-E
 Decision No. 14-03-041

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed May 19, 2014
 Effective June 18, 2014
 Resolution No. _____



**ELECTRIC SCHEDULE NEM
 NET ENERGY METERING SERVICE**

Sheet 19

SPECIAL
 CONDITIONS:
 (Cont'd.)

5. Net Surplus Electricity Compensation (NSC) (Cont'd):

(L)(T)

(b) **The NSC Rate** – The NSC Rate is defined as the simple rolling average of PG&E’s default load aggregation point (DLAP) price from 7 a.m. to 5 p.m., for a 12-month period. PG&E shall use the NSC Rate as the value of the electricity portion of its net surplus compensation rate.

PG&E will calculate the NSC Rate each month. It will be effective on the first day of that month and PG&E will use it in the NSC Calculation for any Net Surplus Generators with a Relevant Period completed in that month (True-Up Month).

The **DLAP Cutoff Date** will be defined as the twentieth (20th) day of the month prior to the True-Up Month.

PG&E will wait five (5) days after the DLAP Cutoff Date for the CAISO to have time to finalize the day-ahead PG&E DLAP prices. The NSC Rate will then be calculated as the simple average of the prices for all hours between 7 a.m. and 5 p.m. over a one (1) year period ending on the DLAP Cutoff Date.

(c) Pursuant to D. 11-06-016, PG&E includes a **Renewable Attribute Adder (RAA)** based on the California Energy Commission (CEC) implementation methodology.

Under the CEC’s Renewables Portfolio Standard (RPS) Eligibility Guidebook⁴, an ownership verification and tracking process is set forth for Renewable Energy Credits (RECs) created by Net Surplus Generators.

PG&E will pay a Renewable Attribute Adder (RAA) for Net Surplus Electricity if the Net Surplus Generator completes Form 79-1155 -- *Schedules NEM, NEMV, NEMVMASH, Net Surplus Electricity (NSE) Renewable Energy Credits Compensation Form* which requires that each true-up a Net Surplus Generator confirm it or its REC aggregator has:

- (1) certified ownership of Net Surplus Electricity Renewable Energy Credits associated with their Net Surplus Electricity;
- (2) obtained certification for the Renewable Portfolio Standards (RPS) eligibility of the Electrical Generation Facility from the CEC and provide evidence of this certification to PG&E; and
- (3) transferred the ownership of the WREGIS Certificates to PG&E.

The RAA will be calculated using the most recent Western Electricity Coordinating Council (WECC) average renewable premium, based on United States Department of Energy (DOE) published data as submitted via advice letter annually in compliance with Resolution E-4475 and Decision 11-12-018.

(d) **Calculation of the NSC** – NSC is calculated by multiplying any Net Surplus Electricity (kWh) by the NSC Rate in (b) and (c) above.

(L)

⁴ The CEC RPS Eligibility Guidebook is available at: <http://www.energy.ca.gov/renewables/documents/#rps>

(Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 20

SPECIAL
 CONDITIONS:
 (Cont'd.)

5. Net Surplus Electricity Compensation (NSC) (Cont'd):

(L)(T)

(e) Options for receiving NSC – A NEM customer with NSC will automatically have their NSC applied to any amounts owed to PG&E and then may choose to:

(1) take no action and roll any remaining NSC amounts forward to offset subsequent PG&E charges; or

(2) request that PG&E issue a check if the remaining NSC amount is greater than one dollar (\$1). A customer can select this option by calling PG&E. If the customer is closing all their accounts with PG&E, PG&E will automatically send a check; or

(3) elect not to receive any NSC by completing and submitting Form 79-1130 (*Customer Request Form not to Receive Net Surplus Compensation*) to PG&E to confirm that they do not want to participate. In this case PG&E will zero out any NSC the NEM customer may be otherwise eligible to receive.

(f) QF Status – Customers receiving net surplus compensation must first demonstrate to PG&E that they are Qualifying Facilities in order to receive NSC. Since all NEM customer-generators currently meet the requirements for a qualifying facility exempt from certification filing at the Federal Energy Regulatory Commission (FERC), no further documentation is required at this time.

(g) Generator Size – Nothing in this Special Condition alters the existing NEM system sizing requirement. Specifically, in order to be eligible for NSC, a system must be intended primarily to offset part or all of the customer's own electrical requirements. Systems that are sized larger than the customer's electrical requirements are not eligible for NEM and therefore, are not eligible for NSC either.

(L)

(Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 21

SPECIAL
 CONDITIONS:
 (Cont'd.)

6. Re-Inspection

(L)(T)

Pursuant to Public Utilities Code Section 2827(c)(2), any customer with an existing electrical generating facility and meter who enters into a new net energy metering contract (for example, Sample Form 79-978, *Interconnection Agreement for Net Energy Metering of Solar and Wind Electric Generating Facilities of 1,000 Kilowatts or Less, other than Facilities of 30 Kilowatts or Less*) shall complete and submit a copy of form 79-1125 – *NEM / NEMV / NEMVMASH Inspection Report* to PG&E, unless the electrical generating facility and meter have been installed or inspected within the previous three years. The *NEM Inspection Report* shall be prepared by a California licensed contractor who is not the owner or operator of the facility and meter. A California licensed electrician shall perform the inspection of the electrical portion of the facility and meter and sign the *NEM / NEMV / NEMVMASH Inspection Report*. If an inspection is required, the customer shall submit the fully completed *NEM / NEMV / NEMVMASH Inspection Report* to PG&E within 90 days of the customer becoming the customer of record at this account, or else the customer agrees to disconnect their Generating Facility and inform PG&E it no longer will take service on schedule NEM, NEMV or NEMVMASH. By signing the interconnection agreement, the *NEM / NEMV / NEMVMASH Inspection Report* shall be incorporated into it.

7. Load Aggregation

(L)(T)

Load Aggregation is available to an eligible customer-generator that has load served by multiple meters ("**Aggregated Accounts**") located on the property where the Renewable Electrical Generation Facility ("**Generating Account**") is located and on property adjacent or contiguous to the property on which the Renewable Electrical Generation Facility is located, only if those properties are solely owned, leased, or rented by the eligible customer-generator, subject to the terms of this Special Condition and elsewhere in this tariff. All of the Aggregated Accounts, including a single Generating Account, that are billed together under this Special Condition are referred to as an **Arrangement**. Customer-generators are eligible to participate in Load Aggregation provided that all meters in a Load Aggregation Arrangement are located (i) on the property where the renewable electrical generation facility is located, or (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator, as verified in Form 79-1153.

For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to Diagram 1 (for illustrative purposes only).

(L)

(Continued)



ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 22

SPECIAL
 CONDITIONS:
 (Cont'd.)

7. Load Aggregation (Cont'd)

(L)(T)

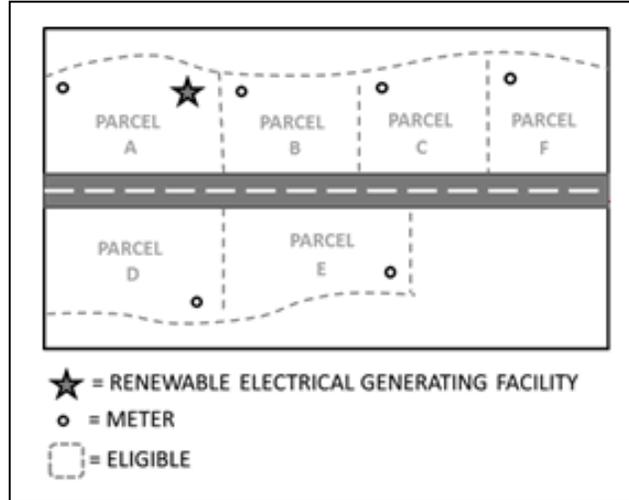


Diagram 1

Billing Service Charges -- Notwithstanding Public Utilities Code Section 2827 (g), an eligible customer-generator electing Load Aggregation shall remit service charges for the cost of providing billing services as follows. These charges shall include:

- i) One-Time Setup Charge of \$25.00 per Aggregated Account and for the Generating Account, as defined in this Special Condition, and cumulatively, shall be limited to no more than \$500 per Load Aggregation Arrangement.

Plus,

- ii) Monthly Charge of \$5 Per Aggregated Account and for the Generating Account as defined in this Special Condition.

(L)



ELECTRIC SCHEDULE NEMFC
NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-GENERATORS

Sheet 2

APPLICABILITY:
 (Cont'd.)

Pursuant to PU Code Section 2827.10, this schedule is available on a first-come, first-serve basis and will be closed to new customers once 212 MW of cumulative rated generating capacity (the Cap) is served under this schedule.

Customers seeking preference for eligibility under this rate shall file an application with the CPUC to establish that their facilities are located in a community with significant exposure to air contaminants, or localized air contaminants, or both, including but not limited to communities of minority populations or low-income populations, or both, based on the ambient air quality standards established pursuant to Section 39607 of the Health and Safety Code. The CPUC shall determine how such preference shall be implemented. In no event shall such an application, if granted, cause the cumulative rated generating capacity served by PG&E under this schedule to exceed the Cap.

A fuel cell electrical generating facility shall not be eligible for participation in the NEMFC tariff unless it commenced operation before **January 1, 2017**. A Fuel Cell Customer-Generator shall be eligible for the tariff established herein only for the operating life of the Eligible Fuel Cell Electrical Generating Facility. (T)

Schedule NEMFC applies also to specified Net Energy Metering-eligible (NEM-eligible) generators in a generating facility comprised of multiple NEM and non-NEM Eligible generators, served through the same Point of Common Coupling (PCC), where the NEM-eligible generating capacity is not more than 1 MW. Such facilities will be referred to as Multiple Tariff Facilities, and any group of generators within such a facility that is subject to the same tariff provisions for billing and metering purposes will be referred to as a Constituent Generator Group. In order to be eligible for this rate schedule in a Multiple Tariff Facility, the Customer-Generator must meet all the requirements of Special Condition 7 for the Schedule NEMFC eligible generator, and must also meet any other applicable tariffs.

(Continued)



ELECTRIC SCHEDULE NEMV
 VIRTUAL NET METERING FOR A MULTI-TENANT OR MULTI-METER
 PROPERTY SERVED AT THE SAME SERVICE DELIVERY POINT

Sheet 3

APPLICABILITY: A Renewable Electrical Generation Facility means a generating facility that
 (Cont'd.) generates electricity by using:

- a) biomass,
- b) solar thermal,
- c) photovoltaic,
- d) wind,
- e) geothermal,
- f) fuel cells using renewable fuels,
- g) small hydroelectric generation (but a small hydroelectric generation facility is not an eligible renewable electrical generation facility if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow),
- h) digester gas,
- i) municipal solid waste conversion,
- j) landfill gas,
- k) ocean wave,
- l) ocean thermal, or
- m) tidal current,

and any additions or enhancements to the generating facility using that technology pursuant to paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code. These renewable sources are defined in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook⁴

NEMV Cap: Service Under Schedule NEMV is available on a first-come, first-served basis to Customers that provide PG&E with: (T)

- a. a completed, signed NEMV application and interconnection agreement as described in Special Condition 4, including all supporting documents and required payments; AND
- b. evidence of the Customer's final inspection clearance from the governmental authority having jurisdiction over the Renewable Electrical Generation Facility;

until the earlier of (i) July 1, 2017, or (ii) such time as the Total Rated Generating Capacity (as defined in Schedule NEM) used by eligible Customer-generators and Qualified Customers on rate Schedules NEM, NEMV and NEMVMASH, exceeds the larger of five (5) percent of PG&E's Aggregate Customer Peak Demand (as defined in Schedule NEM) once PG&E has interconnected at least 2409 megawatts of nameplate generating capacity. Customers meeting these conditions are referred to as "NEMV Transition Eligible Customers". (T)

The NEM Transition Provisions in Schedule NEM will apply here. (N)

⁴ The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps> (D)

(Continued)



ELECTRIC SCHEDULE NEMV
 VIRTUAL NET METERING FOR A MULTI-TENANT OR MULTI-METER
 PROPERTY SERVED AT THE SAME SERVICE DELIVERY POINT

Sheet 7

RATES:
 (Cont'd.)

PG&E rates and rate design, including the rates and rate design reflected in this Tariff, are subject to change from time to time. Customers should take this into consideration when making any long term decisions based on rate structures that are currently in place.

(N)
 |
 |
 (N)

SPECIAL
 CONDITIONS:

1. METERING: NEMV net energy metering shall be accomplished at:

a. The **Generator Account** where the Renewable Electrical Generation Facility is located, using either:

- (i) An **interval meter** (capable of recording the Renewable Electrical Generation Facility's output in up to fifteen minute increments), if required by PG&E to allocate the Eligible Energy Credit based on the OAS of the Benefitting Accounts in an NEMV Arrangement. For example, if any Benefitting Accounts in the NEMV Arrangement takes service on an OAS with a Demand Charge where the Qualified Customer at the Benefitting Account opts to receive a demand credit pursuant to Special Conditions 1 and 3(f), the Owner must install a PG&E interval meter under this option. The Owner shall be responsible for, and shall bear all costs associated with PG&E providing and installing an interval meter for the Generator Account. The cost of the interval meter installation will be determined by PG&E and will vary on a site specific basis as described below.

If the Owner is participating in a renewable incentive program such as the California Solar Initiative (CSI) Program or the Self-Generation Incentive Program (SGIP), for the Generator Account then the meter installed under this option may also be used to issue performance payments consistent with the current incentive program handbook requirements. This tariff's metering requirements will take precedence over the incentive program metering requirements for the performance meter.

The Owner or Operator selecting this option to use a single meter for the dual purpose of tracking the generation for the NEMV Generator Account and to issue performance based incentives will need to install a meter that must be: 1) a PG&E owned meter, 2) a PG&E read meter where PG&E will read the meter data for purposes of providing an incentive payment 3) installed in a location approved by PG&E. In addition to this metering requirement for incentives, the Owner and Operator will need to contract separately for any Performance Monitoring and Reporting Service (PMRS) as required by the incentive program.

If any Benefitting Accounts in the Arrangement takes service on an OAS with a Demand Charge where the Qualified Customer at the Benefitting Account opts to receive a demand credit pursuant to Special Condition 3(f), the Owner must bear the cost of installing a PG&E interval meter under this option.

(Continued)



ELECTRIC SCHEDULE NEMVMASH
VIRTUAL NET ENERGY METERING FOR MULTIFAMILY
AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S)

Sheet 2

APPLICABILITY: (cont'd) An "Eligible Low Income Development" is defined as all of the real property and apparatus employed in a single low income housing enterprise on contiguous parcels of land. These parcels may be divided by a dedicated street, highway or public thoroughfare or railway, so long as they are otherwise contiguous and part of the same single low income housing enterprise, and all under the same ownership.

Each of the four options a. through d. above is referred to in this tariff as a "Eligible Low Income Facility."

Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Electric Service Providers (ESPs) and Community Choice Aggregators (CCA's) serving a Customer with a Load Account (as defined below in the *Applicability, Account Types* section).

This service is not applicable to a Direct Access (DA) Customer with a Load Account, where the Customer's ESP does not offer a net energy metering tariff. In addition, if the Customer participates in direct transactions with an ESP that does not provide distribution service for the direct transactions, the ESP, and not PG&E, is obligated to provide virtual net energy metering for multifamily affordable housing to the Customer.

NEMVMASH CAP: NEMVMASH is available on a first-come, first-served basis to Customers with an Eligible Low Income Facility that provide PG&E with: (T)

- a. a completed NEMVMASH application and interconnection agreement as described in Special Condition 3, including all supporting documents and required payments; AND
- b. evidence of the final inspection clearance from the governmental authority having jurisdiction over the Solar Generating Facility;

until the earlier of: (T)

- (i) July 1, 2017; or
- (ii) such time as the Total Rated Generating Capacity (as defined in Schedule NEM) used by eligible customer-generators and Qualified Customers on Rate Schedules NEM, NEMV and NEMVMASH exceeds the maximum of five (5) percent of PG&E's Aggregate Customer Peak Demand (as defined in Schedule NEM) or 2409 megawatts of nameplate generating capacity; or (T)
- (iii) until all funds available for the incentives have been allocated. (L)

Once this cap has been reached, Schedules NEM, NEMV and NEMVMASH will be closed to new customers. The NEM Transition Provisions in Schedule NEM will apply here. Customers meeting these conditions are referred to as "NEMVMASH Transition Eligible Customers." (N)

Generator Size - Size the generator(s) no larger than for the energy requirements of all eligible account types of the past year for existing housing and estimated requirements of new housing. Specific size limit details will be determined by the relevant incentive program (MASH or NSHP) handbooks. These generator size limits apply to all Eligible Low Income Developments whether they actually receive MASH or NSHP incentives or not.

(D)
 (Continued)



ELECTRIC SCHEDULE NEMVMASH
 VIRTUAL NET ENERGY METERING FOR MULTIFAMILY
 AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S)

Sheet 4

APPLICABILITY: (Cont'd.) **Modifications to Solar Generating Facility** – If the Eligible Low Income Facility’s Solar Generating Facility has not been previously approved for interconnection by PG&E, or where any modification to the previously approved Solar Generating Facility has been made, the Owner must complete the interconnection process in Special Condition 3 of this tariff. Customers that are participating pursuant to the multiple customer service delivery point option (c. and d.) in the Applicability section may not add generation pursuant to this option after December 31, 2011.

Change in Owner – A change in the Owner responsible for the Eligible Low Income Facility (“Change of Owner”), where no modification to the Solar Generating Facility has been made, does not need to complete the interconnection process in Special Condition 3, as long as the requirements of this section are met.

RATES: The rate and charges at each Customer Load Account and the Generator Account under this schedule will be in accordance with its PG&E otherwise-applicable metered rate schedule (OAS). The customer at each Customer Load Account or Generator Account served under this schedule is responsible for all charges from its OAS including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. For Generator and Common Area Accounts on general service OASs, the “Average Rate Limiter” and all other demand charges will be based on the demand in kilowatts as measured only on the energy being consumed at the Common Area Account or Generator Account from PG&E. The power factor, when it applies on the OAS, will be based on the energy consumed at the Account from PG&E and the average power factor over the past 12 billing months of operation prior to starting on NEMVMASH. A Generator or Common Area Account, without 12 billing months of power factor history, will have its power factor estimated based on the nature of the connected loads and their hours of operation. Power factor will be subsequently applied to the bill at the Generator or Common Area Account until the customer demonstrates to PG&E’s satisfaction that adequate correction had been provided. PG&E will continue to monitor and review the power factor and if warranted, change the power factor correction on the Generator or Common Area Account’s bills.

Charges for energy (kWh) supplied to a Load Account by PG&E, an ESP or a CCA, as applicable, will be based on the net metered usage in accordance with Billing (Special Condition 2, below).

For each Service Account, the energy rates and customer charges will be in accordance with their OAS. For a DA or a CCA Service Customer Load Account, the ESP or CCA is responsible for providing the billing information regarding the applicable generation related bill charges or credits to PG&E on a timely basis.

Generator Accounts eligible for service under NEMVMASH are exempt from the requirements of Schedule S—Standby Service.

PG&E rates and rate design, including the rates and rate design reflected in this Tariff, are subject to change from time to time. Customers should take this into consideration when making any long term decisions based on rate structures that are currently in place. (N)
 |
 |
 (N)
 |
 |
 |
 (L)

(Continued)



ELECTRIC SCHEDULE NEMVMASH
VIRTUAL NET ENERGY METERING FOR MULTIFAMILY
AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S)

Sheet 5

SUB SCHEDULES: Eligible customers will be placed on the appropriate sub-schedule as described below: (L)

- 1. NEMVNMAG – For Generator Accounts
- 2. NEMVNMAC – For Common Area Accounts
- 3. NEMVNMAR – For Residential Unit Accounts (L)

SPECIAL CONDITIONS: 1. METERING: NEMVMASH net energy metering shall be accomplished at:

a. The Generator Account(s) where the Solar Generating Facilities are located, using either:

(i) a PG&E interval meter (capable of recording solar energy system output in up to fifteen minute increments), if required by PG&E to allocate the Solar Energy Credit based on the OAS of the Customer Load Accounts in an Eligible Low Income Facility. The Owner shall be responsible for, and shall bear all costs associated with PG&E providing and installing an interval meter for each Generator Account. The cost of the Owner's interval meter installation will be determined by PG&E and will vary on a site specific basis.

If the Generator Account is on DA service and the Owner uses a third-party Meter Data Management Agent (MDMA), the Owner will be responsible for any and all costs associated with providing PG&E acceptable interval data into the PG&E system on a timely basis.

(ii) a PG&E "time-of-use" (TOU) meter, if based on review of the Customer Load Accounts' OASs PG&E is able to allocate the Solar Energy Credits. This option will only be available until any Customer Load Account OAS change necessitates that the Owner provide an interval meter per (i) in order to properly allocate Solar Energy Credits. The Owner shall be responsible for, and shall bear all costs associated with, PG&E providing and installing a TOU meter for the Generator Account (or upgrading to an interval meter if required in the future). For the TOU option, the Owner may choose charges based on either a one-time, up-front fee or as a monthly meter charge. Prices are as follows:

TOU Meter Option	One Time upfront fee	Monthly Meter Charge
Single Phase	\$755.00	Based on the OAS monthly meter charge
Three Phase	\$890.00	Based on the OAS monthly meter charge

If the Generator Account has any load in addition to that of the solar energy system inverter(s), PG&E reserves the right to require the Owner to install a bi-directional PG&E meter appropriate to its otherwise applicable rate schedule and a generator output meter to determine the total generation and total usage at the Account. Additionally, the Owner will need to furnish at the Owner's expense a meter socket for the generation output meter and provide PG&E with unrestricted access to that meter and socket. If the Generator Account's existing electrical meter, together with the generation output meter, is not capable of determining the total usage necessary to bill its otherwise applicable rate schedule, the Owner shall be responsible for all expenses involved in purchasing and installing such metering. (L)

(Continued)



ELECTRIC SCHEDULE NEMVMASH
 VIRTUAL NET ENERGY METERING FOR MULTIFAMILY
 AFFORDABLE HOUSING (MASH/NSHP) WITH SOLAR GENERATOR(S)

Sheet 6

SPECIAL
 CONDITIONS:
 (Cont'd.)

- 1. METERING (Cont'd.): (L)
- b. Each Common Area Account, if any exist, using PG&E metering appropriate to its otherwise applicable rate schedule. |
- c. Each Residential Unit Account using PG&E metering appropriate to its otherwise applicable rate schedule. | (L)

2. BILLING:

For each Customer Load Account, Consumption or production shall be valued as follows:

a. Annual Solar Energy Credit

The Annual Solar Energy Credit is the total energy (in kilowatt hours or kWh) as read on the generation output meter over the Relevant Period as defined in Special Condition 2 g.

b. The Annual Solar Energy Credit Allocation

The Owner at the time the Eligible Low Income Facility first takes service under NEMVMASH shall determine the initial percentage of Annual Solar Energy Credits allocated to the Common Area Account(s) versus the Residential Unit Accounts. This allocation shall remain fixed for at least five years, regardless of a Change in Owner. If incentives are received under the MASH program, the initial credit allocation must match the percentage of MASH incentive received for Track 1a (Common Area load offset) and Track 1b (Residential load offset). Any allocation error caused by the owner will be corrected prospectively.

After the initial five year period, the Owner may only modify this allocation once in any 12 month period. A reallocation of the solar credit becomes effective for each Customer Load Account on the first day of the next Billing Cycle where the Billing Cycle start date occurs at least five business days after the date of the Owner's request.

Any measured usage at the Generator Account over and above that required by the Solar Generating Facility itself, will be treated as if it is Common Area Account usage for the purposes of the Annual Solar Energy Credit Allocation and for billing.

For the Residential Unit Accounts, the percentage of solar energy credits (in kWh) allocated to each Residential Unit Account will be in proportion to the relative size of each unit, consistent with the manner in which affordable housing rents are established. This solar allocation percentage will be established initially by the Owner on Appendix A of the NEMVMASH application and interconnection agreement as described in Special Condition 3. Allocations will be rounded to the nearest 100th of a percent.

If there are multiple Common Area Accounts, the Owner must specify each Common Area Account allocation on Appendix A of the NEMVMASH application and interconnection agreement as described in Special Condition 3.

(Continued)



Electric Sample Form No. 79-1010
Interconnection Agreement for Net Energy Metering of Fuel Cell Generating
Facilities

**Please Refer to Attached
Sample Form**

Advice Letter No: 4418-E
Decision No. 14-03-041

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed May 19, 2014
Effective June 18, 2014
Resolution No. _____



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

This *“Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities”* (“Agreement”) is entered into by and between _____ (“Fuel Cell Customer-Generator”), and Pacific Gas and Electric Company (“PG&E”), a California Corporation. Fuel Cell Customer-Generator 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

This Agreement provides for Fuel Cell Customer-Generator to interconnect and operate an Eligible Fuel Cell Electrical Generating Facility in parallel with PG&E’s Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Fuel Cell Customer-Generator’s Generating Facility. Fuel Cell Customer-Generator’s Generating Facility is intended primarily to offset part or all of the Fuel Cell Customer-Generator’s own electrical requirements. Consistent with, and in order to effectuate, the provisions of Section 2827.10 of the California Public Utilities Code and PG&E’s electric rate Schedule NEMFC (“NEMFC”), Parties enter into this Agreement. This Agreement applies to the Fuel Cell Customer-Generator’s Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF FUEL CELL CUSTOMER-GENERATOR’S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE-RATE SCHEDULE.

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 Fuel Cell Customer-Generator’s Eligible Fuel Cell Electrical Generating Facility and loads are interconnected with PG&E’s Distribution System, are attached to, and made a part of this Agreement. (This description is supplied by Fuel Cell Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Fuel Cell Customer-Generator’s electric service account number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Eligible Fuel Cell Electrical Generating Facility with PG&E’s Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- 2.7 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.8 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.
- 2.9 Fuel Cell Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is _____.

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

Appendix A *Description of Generating Facility and Single-Line Diagram* (Supplied by Fuel Cell Customer-Generator)

Appendix B *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) ("Special Facility Agreement"), if applicable, (Formed by the Parties).

Appendix C *Fuel Cell Customer-Generator's warranty that it meets the Requirements of an Eligible Fuel Cell Customer-Generator.*

Appendix D *List of qualifying accounts eligible for aggregation under Special Condition 4 of Schedule NEMFC* (if applicable).

In addition PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEMFC and Fuel Cell Customer-Generator's otherwise applicable rate schedule, available at PG&E's web-site at www.pge.com, or by request, are specifically incorporated herein and made part of this Agreement.

- 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 C, or in Schedule NEMFC.

4. CUSTOMER BILLING AND PAYMENT OPTIONS

Fuel Cell Customer-Generator initially selects PG&E's electric rate schedule referenced in Section 2.9 of this Agreement as its otherwise-applicable rate schedule. Fuel Cell Customer-Generator understands that they will be billed according to Schedule NEMFC.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than December 31, 2013. 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.
 - (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 Fuel Cell Customer-

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

Generator's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.

- (c) At 12:01 A.M. on the 61st day after Fuel Cell Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Fuel Cell Customer-Generator's or PG&E's intent to terminate this Agreement.
- (d) The end of the operating life of the eligible fuel cell electrical generating facility.

5.2 Fuel Cell Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the 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) Fuel Cell Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Fuel Cell Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Fuel Cell Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to January 1, 2017; or,
- (d) Fuel Cell Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Fuel Cell Customer-Generator does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Fuel Cell Customer-Generator's apparent abandonment of the Generating Facility affirming Fuel Cell Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
- (e) Fuel Cell Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.

5.3 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.

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

6. GENERATING FACILITY REQUIREMENTS:

6.1 Fuel Cell Customer-Generator's generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable rules of the Public Utilities Commission regarding safety and reliability.

6.2 Fuel Cell Customer-Generator shall: (a) maintain the Facility and Interconnection

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Fuel Cell Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Fuel Cell Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Fuel Cell Customer-Generator's Facility.

- 6.3 Fuel Cell Customer-Generator shall not commence parallel operation of the Facility until PG&E has provided written approval to the Fuel Cell Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the initial testing of Fuel Cell Customer-Generator's protective apparatus. Fuel Cell Customer-Generator shall notify the utility five (5) working days prior to the initial testing.
- 6.4 The Fuel Cell Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible Fuel Cell electrical generating facilities.
- 6.5 The Fuel Cell Customer-Generator warrants that pursuant to section 2827.10 (a)(2), of the California Public Utilities Code, it meets the definition of an "Eligible fuel cell electrical generating facility" and its facility includes the following:
- (a) Integrated power plant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy.
 - (b) An inverter and fuel processing system where necessary.
 - (c) Other plant equipment, including heat recovery equipment, necessary to support the plant's operation or its energy conversion.

7. INTERCONNECTION FACILITIES

- 7.1 Fuel Cell Customer-Generator 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 Fuel Cell Customer-Generator's Generating Facility.
- 7.2 Fuel Cell Customer-Generator shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Fuel Cell Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric 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, Fuel Cell Customer-Generator 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 B.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

8. 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.

9. INSURANCE

9.1 In connection with Customer-Generator's performance of its duties and obligations under this Agreement, Customer-Generator 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.
- (e) Such 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."

9.2 The general liability insurance required in this Section 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.

9.3 If Fuel Cell Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.2(a) prevents Fuel Cell Customer-Generator from obtaining the insurance required in this Section, then upon Fuel Cell Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.2(a) shall be waived.

9.4 Evidence of the insurance required in Section 9.2 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.

9.5 Fuel Cell Customer-Generator 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.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- 9.6 If Fuel Cell Customer-Generator is self-insured with an established record of self-insurance, Fuel Cell Customer-Generator may comply with the following in lieu of Section 9.2:
- (a) Fuel Cell Customer-Generator 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 9.1.
 - (b) If Fuel Cell Customer-Generator ceases to self-insure to the level required hereunder, or if Fuel Cell Customer-Generator is unable to provide continuing evidence of Fuel Cell Customer-Generator's ability to self-insure, Fuel Cell Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.
- 9.7 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
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Fuel Cell Customer-Generator fails to comply with the insurance provisions of this Agreement, Fuel Cell Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, 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 utility, to the extent that the utility would have been protected had Fuel Cell Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Fuel Cell Customer-Generator to elect not to provide any such required insurance.
- 10.2 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.

11. NOTICES

- 11.1 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 person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Business Customer Services
P.O. Box 770000
Mail Code B19H
San Francisco, California 94177
Phone: (800) 468-4743 FAX: (415) 972-5309

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

If to Fuel Cell Customer-Generator:

Fuel Cell Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.

11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

12.1 PG&E shall have the right to review and obtain copies of Fuel Cell Customer-Generator's operations and maintenance records, logs, or other information such as, Generation Unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Fuel Cell Customer-Generator's Generating Facility or its interconnection with PG&E's Distribution System.

12.2 Fuel Cell Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Fuel Cell Customer-Generator'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.

13. ASSIGNMENT

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

14. 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.

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

15.1 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.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- 15.2 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.
- 15.3 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.
- 15.4 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.

16. AMENDMENT AND MODIFICATION

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

17. 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.

18. 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.

This agreement is effective when accepted and executed by PG&E.

Fuel Cell Customer Generator's Name	PACIFIC GAS AND ELECTRIC COMPANY
Authorized by (Print)	Authorized by (Print)
Signature	Signature
Title	Title
Date	Date



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

REFERENCE:

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Fuel Cell Customer-Generator)

**INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF QUALIFYING FUEL
CELL GENERATING FACILITIES**

APPENDIX B
(If Applicable)

RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

APPENDIX C

FUEL CELL CUSTOMER-GENERATOR'S WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE FUEL CELL CUSTOMER-GENERATOR AND THE GENERATING FACILITY IS AN ELIGIBLE FUEL CELL ELECTRICAL GENERATING FACILITY PURSUANT TO SECTION 2827.10 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Fuel Cell Customer-Generator has declared that it meets the requirements for an Eligible Fuel Cell customer-generator and the Generating Facility meets the requirements of an "Eligible Fuel Cell Electrical Generating Facility", as defined section 2827.10 of the California Public Utilities Code. ("Eligibility Requirements")

Fuel Cell Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Fuel Cell Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Fuel Cell Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Fuel Cell 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, in its sole discretion, that Fuel Cell Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Fuel Cell Customer-Generator to provide evidence, that Fuel Cell Customer-Generator and/or 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 Fuel Cell Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines in its sole judgment that Fuel Cell 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 Fuel Cell Customer-Generator a gain demonstrates to PG&E's reasonable satisfaction that Fuel Cell Customer-Generator meets the requirements for an Eligible Fuel Cell customer-generator and/or the Generating Facility meets the requirements for a Eligible Fuel Cell 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 Fuel Cell 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 Fuel Cell Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Fuel Cell 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 Fuel Cell Customer-Generator's representations that Fuel Cell 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 NEMFC, Net Energy Metering Service for NEMFC Customer-Generators.

Any amounts to be paid or refunded by Fuel Cell 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 Fuel Cell Customer-Generator's receipt of such invoice.

Fuel Cell Customer-Generator's Initials _____



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

REFERENCE:

APPENDIX D

(If Applicable)

LIST OF QUALIFYING ACCOUNTS ELIGIBLE FOR AGGREGATION UNDER SPECIAL CONDITION 4 OF SCHEDULE NEMFC



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

APPENDIX D

As governed by Schedule NEMFC Special Condition 4, for purposes of determining if the eligible Fuel Cell Customer-Generator was a net consumer or a net producer of electricity during each Relevant Period PG&E will aggregate the load of the Fuel Cell Customer-Generator's accounts listed below where the Fuel Cell Customer Generator is the customer of record and the following requirements are met: (i) the accounts are on an applicable time-of-use rate schedule, and (ii) the accounts are located on the property where the Eligible Fuel Cell Electrical Generation Facility is located or on property adjacent or contiguous to that property as long as those properties are solely owned, leased, or rented by the Eligible Fuel Cell Customer-Generator; and (iii) all the accounts are served by the same electric commodity service provider. (i.e. the Eligible Fuel Cell Customer-Generator account and all aggregated accounts must all be on bundled service or all on CCA service, or all on DA service.)

	Customer Account No.	Rate Schedule	Address (Street, City, Zip Code)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signature: (PG&E): _____ Date: _____

(Customer) _____ Date: _____

Date Completed: _____

Page ___ of ___



Electric Sample Form No. 79-1069
Generating Facility Interconnection Agreement (Multiple Tariff)

Please Refer to Attached
Sample Form

Advice Letter No: 4418-E
Decision No. 14-03-041

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed May 19, 2014
Effective June 18, 2014
Resolution No. _____



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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 generators, but must include at least one "Eligible customer-generator." Eligible customer-generators consist of any Renewable Electrical Generation Facility(ies) (as defined in PG&E's Schedule NEM) or Eligible Fuel Cell Electrical Generating Facility(ies) (as defined in PG&E's Schedule NEMFC).

- 1.1 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.
1.2 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.
1.3 NEM Transition - Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at: http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

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: _____

Address: _____

City/Zip Code: _____

PACIFIC GAS AND ELECTRIC COMPANY

GENERATING FACILITY INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)

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

PACIFIC GAS AND ELECTRIC COMPANY

GENERATING FACILITY INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)

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:

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.

PACIFIC GAS AND ELECTRIC COMPANY

GENERATING FACILITY INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)

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.

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).

PACIFIC GAS AND ELECTRIC COMPANY

GENERATING FACILITY INTERCONNECTION AGREEMENT **(MULTIPLE TARIFF)**

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

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 61st 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.

PACIFIC GAS AND ELECTRIC COMPANY

GENERATING FACILITY INTERCONNECTION AGREEMENT ***(MULTIPLE TARIFF)***

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- 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:
- (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 for Non-Export or Certain Net Energy Metered Generating Facilities (Between 30 KW and 1,000 KW)* (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 (Multiple Tariff)* (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).
- 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

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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.

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:

PACIFIC GAS AND ELECTRIC COMPANY

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- (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.
- 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.

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(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 via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

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: Generation Interconnection Services- Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

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 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.

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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.

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

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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: _____

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GENERATING FACILITY INTERCONNECTION AGREEMENT
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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. Upon request, PG&E can provide copies to Producer of Rules "2" and "21.")

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(MULTIPLE TARIFF)

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

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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.

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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.

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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 reasonable 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.

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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. ¹ (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

¹ The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>

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(MULTIPLE TARIFF)

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 reasonable 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: _____



Electric Sample Form No. 79-1109

Sheet 1

Virtual Net Energy Metering Application and Interconnection Agreement for the
Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of
1 Megawatt or Less

Form 79-1109

**Please Refer to the Attached
Sample Form**

Advice Letter No: 4418-E
Decision No. 14-03-041

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed May 19, 2014
Effective June 18, 2014
Resolution No. _____



Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less

Please note that this agreement does not constitute an application for **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact PG&E by phone, or by email using the subject "solar energy" at smarter-energy@pge.com, 1-800-933-9555 (residential) or BusinessCustomerHelp@pge.com, 1-800-468-4743 (commercial/industrial).

For more information on the , Multifamily Affordable Solar Housing (MASH) or the New Solar Homes Partnership (NSHP) for affordable housing, please go to www.pge.com/csi where you will find information about the program, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the California Solar Initiative (CSI), MASH or the NSHP, contact PG&E at solar@pge.com.

Project Identification Number _____ (for PG&E's use only)

If you are applying for a CSI rebate, please check the appropriate box below and continue with this application.

- I am also applying for a MASH rebate, and understand that I will have to apply for MASH rebates separately.
- I am also applying for a NSHP rebate, and understand that I will have to apply for the NSHP rebates separately.

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

This *VIRTUAL NET ENERGY METERING APPLICATION AND INTERCONNECTION AGREEMENT FOR THE BUILDING OWNER OF MULTIFAMILY AFFORDABLE HOUSING WITH A SOLAR GENERATING FACILITY OF 1 MEGAWATT OR LESS* (Agreement) applies to electric rate schedule *NEMVMASH*¹, *Virtual Net Energy Metering Service for Multifamily Affordable Solar Housing* for the Owner or designated agent of the Owner (Owner) who interconnects a solar electric Generating Facility with an capacity of 1 megawatt (1,000 kW) or less that is located on Owner's existing buildings that received incentives under PG&E's California Solar Initiative (CSI) Multifamily Affordable Solar Housing (MASH) Program or on the Owner's new, "Affordable Housing" as defined in Public Resource Code section 25401.6** that received incentives under the New Solar Homes Partnership (NSHP) Program in PG&E's service territory, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Agreement is to allow Owner to interconnect a solar electric generating facility with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEMVMASH. Owner has elected to interconnect and operate its solar electric Generating Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the Owner's Multifamily Affordable Solar Housing's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. NEM Transition

Customers receiving service on the current NEMVMASH tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEMVMASH at:

http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMVMASH.pdf and Rate Schedule NEM at: http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

¹ Formerly referred to as Rate Schedule NEMVNMA – See Advice Letter 3890-E regarding name change.

C. Description of Service (this Agreement is being filed for, check all that apply):

- A New NEMVMASH Generating Facility interconnection (at an existing service).
- For Physical Changes to an interconnected NEMVMASH Generating Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- A New NEMVMASH interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- A Reallocation of Solar Energy Generation Credits for an Existing NEMVMASH Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEMVMASH accounts.

D. Owner's Generating Facility Information - Where will the Generating Facility be installed?

Name shown on Owner's PG&E service account
(Must Match Owner's Name on PG&E Energy Bill)

Street Address

City

State

Zip

Mailing Address

City

State

Zip

Business Phone

Home Phone

Fax

Email

E. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contractor

Company Name

Mailing Address

City

State

Zip

Business Phone

Fax

Email

- This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.

F. Other Contact Information (This information is optional).

Contact Person		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Generating Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements which may result in charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf*, which may be found at:
www.pge.com/includes/docs/pdfs/shared/newgenerator/solarwindgenerators/standardenet/customer_behalf_app.pdf

In addition, Owner authorizes PG&E to release to the California Energy Commission (CEC) information regarding Owner's facility, including Owner's name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

Part II – Selecting the Study Process

Please check one:

- Fast Track Process
- Detailed Study (not typical)
 - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

In submitting this document, I the Owner, understand and agree to the following terms and conditions:

Permission to Interconnect

Owner must not operate their Generating Facility in parallel with PG&E's Distribution System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Owner may be liable.

Safe Operation of your Generating Facility

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

Interconnections on PG&E's Secondary Network

Please complete this agreement in its entirety

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEMVMASH Owner's solar generating facility. **Please contact Generation Interconnection Services at 415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.**

Meter access

Owner's generator output meter and the AC disconnect switch must be installed in a safe, PG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter and AC disconnect switch access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Owner or Multifamily residents, including pet dogs, should not have access to these areas to avoid hindering PG&E service personnel, preventing them from completing their work. Customers who currently have generator meters inaccessible from the outside of the building and who choose to place their generator AC disconnect switch near their meter, must place the required generator AC disconnect switch in a location readily accessible to PG&E in order to participate in this program. Should future access problems arise, PG&E reserves the right to terminate service, in accordance with its filed tariffs.

Document and Fee Requirements

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

Stale Agreements

If this agreement is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEMVMASH.

A. Agreement Package:

These documents are needed to ensure safe and reliable operation of PG&E's Distribution System and to confirm that Owner's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request by telephoning 415-972-5676, emailing gen@pge.com, or visiting PG&E's website at www.pge.com/standardnem). **Owners should not delay sending any part of the agreement package to PG&E.** As PG&E receives the documentation described in Sections (1) through (5) below, PG&E will begin to process the application.

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including a completed Appendix A**. ***Please note:*** the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Common Area accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Common Area accounts will be defaulted to Rate Schedule E-1, establishing how Owner's Common Area Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.
2. A **single-line diagram** showing Owner'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 photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Owner's loads relative to the Generating Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.

PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc.). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEMVMASH Eligible Low Income Facility and utility's Distribution System.

Please complete this agreement in its entirety

- b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only CEC-certified inverters² will pass the requirements for Simplified Interconnection per PG&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 Owner plans to install**. The description must include the photovoltaic panel manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below.)
 - 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.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information.
3. **Site Diagram** – The site diagram must show the building or buildings that will be included as part of the Eligible Low Income Housing that meets the applicable Service Delivery Point requirements if any, in the Applicability Section of NEMVMASH, the meter locations, and denote where the PV solar generating facility will be located and interconnected.
4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMVMASH Generating Facility location –
- Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a solar electric Generating Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.
- To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.
- I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEMVMASH Generating Facility location.
- Insuring Company's Name: _____
- Insurance Policy # _____
- I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEMVMASH Generating Facility location.
5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**

² The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html

Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or U.S. mail. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be mailed to PG&E at the address noted in Section IV (E), Notices.

Part IV – General Facility

A. Expected **date** of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?

Date: _____

B. Are there any other generators interconnected on this account?

Yes

If yes, specify what kind of generator _____

No

C. Are there any possible generator meter access issues?

Yes **If yes**, check all that apply:

<input type="checkbox"/> Locked Room/Gate	<input type="checkbox"/> Meter located inside of facility/residence
<input type="checkbox"/> Unrestrained animal at meter or AC disconnect switch location	<input type="checkbox"/> Other (Please explain) _____

No

D. Are any of your accounts on a Demand Response program?

Yes

If yes, what program are you on? _____

No.

(For more information on PG&E's demand response programs see: www.pge.com/demandresponse)

Part V – Description of the Generating Facilities *Use additional sheets, if necessary.*

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches).

List the AC disconnect switch that will be used at this Generating Facility.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Inverters interconnected with PG&E

List all the inverters that will be interconnected to PG&E.

Owners with non-standard inverters which do not meet the UL and IEEE requirements specified in Electric Rule 21, or Owners whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section as described in Electric Rule 21 (Section G.1.m.) require a **Supplemental Review** which may entail a study, additional equipment, and/or other requirements.

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ³ kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1						
2						

C. Photovoltaic Generator Equipment

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above. (Please attach additional sheets if more space is needed).

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁴ (kW)	Inverter number from (B.) above (1 or 2)
1						
2						

D. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

E. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be mailed, along with the required attachments and any applicable fees, to:

PG&E'S P.O. BOX ADDRESS	PG&E'S STREET ADDRESS
Pacific Gas and Electric Company Attention: Generation Interconnection Services Mail Code N7L P.O. Box 770000 San Francisco, California 94177	Pacific Gas and Electric Company Attention: Generation Interconnection Services Mail Code N7L 245 Market St. San Francisco, California 94105

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to gen@pge.com

³ The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

⁴ The total capacity is the PV panel rating times the quantity.

Please complete this agreement in its entirety

F. 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.

G. Term of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. 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 Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMVMASH.

H. Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

I. Appendix A

Attached to this agreement is *Appendix A- Designation of Multifamily Common Area Accounts, Residential Units and their respective Solar Credit Allocation.*

Owner Name (Please Print): _____

(Signature): _____ Date:_____

Title: _____

A copy of this signed agreement should be retained with the "Permission to Operate" letter to confirm project approval.

Appendix A – Designation of Multifamily Common Area Accounts, Residential Units and their Respective Solar Energy Credit Allocation

Project Identification Number _____ (for PG&E's use only)

Section 1 Instructions

- 1) Complete the section below (this information must match the Owner information on the associated *Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 Megawatt or Less* for the same NEMVMASH Eligible Low Income Facility.

Owner Name	Address	Date

- 2) Is this application for a new NEMVMASH Eligible Low Income Facility or a reallocation for an existing NEMVMASH facility? (Existing NEMVMASH facility Owners may not reallocate the Solar Allocation Percentages for all Common Area Accounts and all Residential Unit Accounts for a period of 5 years after first being interconnected on NEMVMASH, even if there is a change in Owner. However, after 5 years a reallocation may be requested. Also, a reallocation of credits between the different Common Area Accounts is allowed, and similarly if a residential unit becomes uninhabitable under the terms described in the NEMVMASH tariff in Special Condition 2 g, the Owner may choose to reallocate credits to the other Residential Unit Accounts).

This application is for an allocation for the initial new NEMVMASH Eligible Low Income Facility:

This application is for a reallocation for an existing NEMVMASH Eligible Low Income Facility:

- 3) For a new NEMVMASH Eligible Low Income Facility, if you applied for the Multifamily Affordable Solar Housing Program (MASH), please enter the percentages in the space provided below from the MASH application.

Solar Allocation Percentage for All Common Area Account(s) Listed in the MASH Incentive Application (only required if applying for MASH Track 1a incentives):	Solar Allocation Percentage for All Residential Unit Accounts Listed in MASH Incentive Application (only required if applying for MASH Track 1b incentives):	Both Percentages Must Total 100%
%	%	= 100 %

- 4) Please use the attached Appendix A, Section 2 page to list all accounts that are located in the Eligible Low Income Facility that will be taking service on NEMVMASH. Include the Generator Account, all Common Area Accounts (if any) and all Residential Unit Accounts. The Common Area and Residential Unit Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements if any, in the NEMVMASH Applicability Section to be Eligible for Schedule NEMVMASH.

Please note for each row:

- **Account Type** - check the one box corresponding to the type of account (that is, Common Area, Residential Unit or Generator Account). Every row (account) should have one and only one of these 3 boxes checked. *(Required)*
- **Account Address** - Provide an address, including unit number, for all Accounts (for the Generator Account you may use the address of the nearest Common Area Account). *(Required)*
- **Name** - For Common Area Accounts and the Generator Account, the Owner's name must be entered. For Residential Unit Accounts, enter the name of the occupant, if it is known.

- **PG&E Account Number** - Enter the PG&E Account number on all Common Area Accounts and the Generator Account. (Required)
- **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all Common Area Accounts and the desired Generator Account. (Required).
- **Solar Allocation Percentage** – For each Common Area Account and Residential Unit Account listed (but not the Generator Account), enter the Solar Allocation Percentage to two decimal places. The Solar Energy Allocation Percentage for each Residential Unit Account must be in proportion to the relative size of each unit, consistent with the manner in which affordable housing rents are established. The total of all Solar Energy Allocation Percentages must equal 100%.
- **Appendix A, Section 2 Page Numbers** – In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for these two instruction pages).

5) If the Eligible Low Income Facility has been on the MASH program for less than 5 years, verify that: (for all pages included).

Total of Solar Allocation Percentages for all the Common Area Accounts (if any) _____.

Total of Solar Allocation Percentage for all the Residential Unit Accounts _____.

These numbers must match the percentages provided in number 3 above (if receiving MASH incentives), from Line 2, and must add up to 100%.

Section 2

#	Account Type Check only one box for each row (required field)			Account Address (required field) (for Generator Account use address of nearest common area account)	For Residential Units, Last Name of Occupant, if known For Common Area and Generator Accounts, Owner's Name (Name on PG&E Account)	(Required field for Common Area Accounts and Generator Account only) PG&E Account Number	(Required field for Common Area Accounts and Generator Account only) Otherwise Applicable Rate Schedule (OAS) under NEMVMASH	(Required Field for Common Area Accounts and Residential Accounts) Solar Energy Allocation Percentage
	Common Area	Residential Unit	Generator Account (only 1)					
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
17	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Total Solar Energy Allocation Percentage for this page _____								

Project Identification Number _____ (for PG&E's use only)

Account List - Appendix A,

Section 2 Page _____ of _____

Please complete this agreement in its entirety



Sheet 1

Electric Sample Form 79-1124
Eligible Low Income Development Virtual Net Energy Metering Application and
Interconnection Agreement for Multifamily Affordable Housing with Solar Generation
Totaling 1 Megawatt or Less

Please Refer to Attached
Sample Form

Advice Letter No: 4418-E
Decision No. 14-03-041

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed May 19, 2014
Effective June 18, 2014
Resolution No. _____



NEMVMASH



Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less

Please note that this agreement does not constitute an application for **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact PG&E by phone, or by email using the subject "solar energy" at smarter-energy@pge.com, 1-800-933-9555 (residential) or BusinessCustomerHelp@pge.com, 1-800-468-4743 (commercial/industrial).

For more information on the , Multifamily Affordable Solar Housing (MASH) or the New Solar Homes Partnership (NSHP) for affordable housing, please go to www.pge.com/csi where you will find information about the program, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the California Solar Initiative (CSI), MASH or the NSHP, contact PG&E at solar@pge.com.

Unique Project Name _____ (for PG&E's use only)

If you are applying for a CSI rebate, please check the appropriate box below and continue with this application.

- I am also applying for a MASH rebate, and understand that I will have to apply for MASH rebates separately.
- I am also applying for a NSHP rebate, and understand that I will have to apply for the NSHP rebates separately.

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

The purpose of this Agreement is to allow Owner to interconnect solar electric generation with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEMVMASH. Owner has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Distribution System, to offset part or all of the Owner's Eligible Low Income Development's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. NEM Transition

Customers receiving service on the current NEMVMASH tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEMVMASH at:

http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMVMASH.pdf and Rate Schedule NEM at: http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

C. Owner's Information -

Eligible Low Income Development Project Name			
Owner-Applicant's Name			
Street Address			
City		State	Zip
Mailing Address			
City		State	Zip
Business Phone	Cell Phone	Fax	Email

D. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contractor		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

E. Other Contact Information (This information is optional).

Contact Person		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Generating Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements which may result in

Please complete this agreement in its entirety

charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf*, which may be found at: www.pge.com/includes/docs/pdfs/shared/newgenerator/solarwindgenerators/standardenet/customer_behalf_app.pdf

In addition, Owner authorizes PG&E to release to the California Energy Commission (CEC) information regarding Owner's facility, including Owner's name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

F. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be mailed, along with the required attachments and any applicable fees, to:

PG&E'S P.O. BOX ADDRESS	PG&E'S STREET ADDRESS
Pacific Gas and Electric Company Attention: Generation Interconnection Services Mail Code N7L P.O. Box 770000 San Francisco, California 94177	Pacific Gas and Electric Company Attention: Generation Interconnection Services Mail Code N7L 245 Market St. San Francisco, California 94105

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to gen@pge.com

G. Required Documentation for Agreement (in addition to that required in Appendix B):

Plat Map – A parcel plot or plat map must show the building or buildings that will be included as part of the Eligible Low Income Development, the meter locations, and denote where the PV solar generating facility(ies) will be located and interconnected.

Site Diagram – The site diagram must show the building or buildings that will be included as part of the Eligible Low Income Development, the meter locations, and denote where the PV solar generating facility(ies) will be located and interconnected.

H. 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.

I. Term Of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. 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 Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMVMASH.

J. Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

K. Appendix A

Attached to this agreement is *Appendix A - Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units with Their Respective Solar Credit Allocation*.

L. Appendix B

Attached to this agreement is _____ completed copy/copies of *Appendix B – NEMVMASH Generating Facility Interconnection Agreement*, corresponding to each of the generator accounts listed in Appendix A. Owner agrees to comply with Electric Tariff Rule 21 and all other applicable tariffs at all times.

Owner Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

A copy of this signed agreement should be retained with the "Permission to Operate" letter to confirm project approval.

Appendix A – Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units With Their respective Solar Energy Credit Allocation

Unique Project Name _____ (for PG&E's use only)

Section 1 Instructions

- 1) Complete the section below (this information must match the Owner information on the associated *Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 MW or Less* for the same NEMVMASH Eligible Low Income Facility.

Eligible Low Income Development Name (must be the same name as that on Page 2 of the Agreement)		
Owner Name	Address	Date

- 2) Is this application for a new NEMVMASH Eligible Low Income Development or a reallocation for an existing Eligible Low Income Development? Existing NEMVMASH Development Owners may not reallocate the Solar Allocation Percentages for all Common Area Accounts and all Residential Unit Accounts for a period of 5 years after first being interconnected on NEMVMASH, even if there is a change in Owner. However, after 5 years a reallocation may be requested. Also, a reallocation of credits between the different Common Area Accounts is allowed, and similarly if a residential unit becomes uninhabitable under the terms described in the NEMVMASH tariff in Special Condition 2 g, the Owner may choose to reallocate credits to the other Residential Unit Accounts.

This application is for an allocation for the initial new NEMVMASH Eligible Low Income Development:

This application is for a reallocation for an existing NEMVMASH Eligible Low Income Development:

- 3) A NEMVMASH Eligible Low Income Development on NEMVMASH must either receive incentive funds from the Multifamily Affordable Solar Housing Program (MASH), or the New Solar Homes Partnership (NSHP) for affordable housing, or be eligible to receive funds from the MASH program.

Is this Development receiving funds from either the MASH or NSHP program? Yes No

If it is not receiving either MASH or NSHP incentives, is it eligible to receive MASH funds? Yes No

- 4) For a new NEMVMASH Eligible Low Income Development, if you applied for MASH incentives, please enter the percentages in the space provided below from the MASH application.

Solar Allocation Percentage for All Common Area Account(s) Listed in the MASH Incentive Application (only required if applying for MASH Track 1a incentives):	Solar Allocation Percentage for All Residential Unit Accounts Listed in MASH Incentive Application (only required if applying for MASH Track 1b incentives):	Both Percentages Must Total 100%
%	%	= 100 %

- 5) Please use the attached Appendix A, Section 2 to list all accounts that are located in the Eligible Low Income Development that will be taking service on NEMVMASH.

On a building by building basis, please list all participating Generator Accounts, Common Area Accounts (if any) and all Residential Unit Accounts as specified in Appendix A.

Please note for each row:

- **Account Type** - check the one box corresponding to the type of account (that is, **Generator Account**, **Common Area** or **Residential Unit**). Every row (account) should have one and only one of these 3 boxes checked. *(Required)*. Additionally, Generator accounts must also list the CEC AC rating in the **Generator Capacity** column and be numbered, starting with "1" in the **Generator Number** column. This Agreement must include a completed copy of Appendix B corresponding to each generator shown in this table and the solar generator capacity on Appendix B Part IV section C. must match that listed in this table. The sum of all generators' capacities listed must not exceed 1 MW.
 - **Account Address** - Provide an address, including unit number, for all Accounts (for Generator Accounts without an address please specify location in detail). *(Required)*
 - **Name** - For Common Area Accounts and the Generator Account, the Owner's name must be entered. For Residential Unit Accounts, enter the name of the occupant, if it is known.
 - **PG&E Account Number** - Enter the PG&E Account number on all Common Area Accounts and Generator Accounts. *(Required)*.
 - **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all Common Area Accounts and desired Generator Accounts. *(Required)*.
 - **Total Solar Generation** (bottom of each page) – For each Generator Account total the CEC AC rating. The total of all rating of all Generator Accounts on all pages must equal no more than 1 MW.
 - **Solar Allocation Percentage** (bottom of the each page) - For each Common Area Account and Residential Unit Account listed (but not the Generator Account), enter the Solar Allocation Percentage to two decimal places. The Solar Energy Allocation Percentage for each Residential Unit Account must be in proportion to the relative size of each unit, consistent with the manner in which affordable housing rents are established. The total of all Solar Energy Allocation Percentages must equal 100%.
 - **Appendix A, Section 2 Page Numbers** – In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for these two instruction pages).
- 6) If the Eligible Low Income Development has been on the MASH program for less than 5 years, verify that: (for all pages included).

Total of Solar Allocation Percentages for all the Common Area Accounts (if any) _____.

Total of Solar Allocation Percentage for all the Residential Unit Accounts _____.

These numbers must match the percentages provided in number 3 above (if receiving MASH incentives), from Line 2, and must add up to 100%.

Appendix A – Designation of Generator Accounts, and their Associated Common Area Accounts and Residential Units with their respective Solar Energy Credit Allocation

Unique Project Name _____ (for PG&E's use only)

Section 2

Please list all participating on a building by building basis.

#	Account Type Check only one box for each row (required field)					Account Address (required field) (for Generator Accounts without an address please describe location in detail)	Owner's Name (For Residential Units, Last Name of Occupant, if known For Common Area and Generator Accounts. Use Name as shown on PG&E Account)	PG&E Account Number (Required field for Common Area Accounts and Generator Account only)	Otherwise Applicable Rate Schedule (OAS) under NEMVMASH (Required field for Common Area Accounts and Generator Account only)	Solar Energy Allocation Percentage (up to 2 decimal places. Required Field for Common Area Accounts and Residential Accounts)
	Generator Account	Generator Number (must complete an Appendix B with a corresponding generator number)	Generator Capacity (must total to no more than 1 MW)	Common Area	Residential Unit					
1	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
2	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
3	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
4	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
5	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
6	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
7	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
8	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
9	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
10	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
11	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
12	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
13	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
14	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
15	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
_____ Total Solar Generation this page							Total Solar Energy Allocation Percentage for this page _____			

Account List - Appendix A, Section 2 --- Page _____ of _____

Please complete this agreement in its entirety

Appendix B – NEMVMASH Generating Facility Interconnection Agreement

Unique Project Name _____ (for PG&E's use only)

One completed Appendix B Interconnection Agreement must be submitted for each NEMVMASH generating facility in the Eligible Low Income Development. The number of interconnection agreements submitted should match the generator accounts shown in appendix A. All sections should be completed (unless otherwise noted in the text).

Part I – Requirements for Interconnection

Please complete all parts of this section:

A. Owner's Generating Facility Information - Where will the Generating Facility be installed?

Eligible Low Income Facility Name (must be the same name as that on Page 1 of the Agreement)		Unique Generator Number – (must match listing in Appendix A)
Nearest Street Address where this Generating Facility will Be Located		
City	State	Zip
Contractor Name (must be the same name as that on Page 1 of the Agreement)		

B. Description of Service (This Agreement is being filed for, check all that apply):

- A New NEMVMASH Generating Facility interconnection (at an existing service).
- For Physical Changes to an interconnected NEMVMASH Generating Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- A New NEMVMASH interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- A Reallocation of Solar Energy Generation Credits for an Existing NEMVMASH Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEMVMASH accounts.

Part II – Selecting the Study Process

Please check one:

- Fast Track Process
- Detailed Study (not typical)
 - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

In submitting this document, I the Owner, understand and agree to the following terms and conditions:

Permission to Interconnect

Owner must not operate their Generating Facility in parallel with PG&E's Distribution System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Owner may be liable.

Safe Operation of your Generating Facility

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

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEMVMASH Owner's solar generating facility. **Please contact Generation Interconnection Services at 415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.**

Meter access

Owner's generator output meter and the AC disconnect switch must be installed in a safe, PG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter and AC disconnect switch access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Owner or Multifamily residents, including pet dogs, should not have access to these areas to avoid hindering PG&E service personnel, preventing them from completing their work. Customers who currently have generator meters inaccessible from the outside of the building and who choose to place their generator AC disconnect switch near their meter, must place the required generator AC disconnect switch in a location readily accessible to PG&E in order to participate in this program. Should future access problems arise, PG&E reserves the right to terminate service, in accordance with its filed tariffs.

Document and Fee Requirements

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

Stale Agreements

If this agreement is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEMVMASH.

A. Agreement Package:

These documents are needed to ensure safe and reliable operation of PG&E's Distribution System and to confirm that Owner's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request by telephoning 415-972-5676, emailing gen@pge.com, or visiting PG&E's website at www.pge.com/standardnem). **Owners should not delay sending any part of the agreement package to PG&E.** As PG&E receives the documentation described in Sections (1) through (5) below, PG&E will begin to process the application.

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including a completed Appendix A.** ***Please note:*** the Owner's name (as identified in Part I, Section C) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Common Area accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Common Area accounts will be defaulted to Rate Schedule E-1, establishing how Owner's Common Area Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

2. A **single-line diagram** showing Owner'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 photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Owner's loads relative to the Generating Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.
 PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc.). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEMVMASH Eligible Low Income Facility and utility's Distribution System.
 - b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only CEC-certified inverters¹ will pass the requirements for Simplified Interconnection per PG&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 Owner plans to install**. The description must include the photovoltaic panel manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below.)
 - 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.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information.
3. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**
4. **Insurance** - Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMVMASH Generating Facility location –

Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a solar electric Generating Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.

I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$ _____ for the Schedule NEMVMASH Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for this NEMVMASH Generating Facility.

¹ The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html

B. Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or U.S. mail. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be mailed to PG&E at the address noted in Section IV (E), Notices.

Part IV – General Facility

A. Expected **date of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?**

Date: _____

B. Are there any other generators interconnected on this account?

Yes

If yes, specify what kind of generator _____

No

C. Are there any possible generator meter access issues?

Yes **If yes**, check all that apply:

<input type="checkbox"/> Locked Room/Gate	<input type="checkbox"/> Meter located inside of facility/residence
<input type="checkbox"/> Unrestrained animal at meter or AC disconnect switch location	<input type="checkbox"/> Other (Please explain) _____

No

D. Are any of your accounts on a Demand Response program?

Yes

If yes, what program are you on? _____

No.

(For more information on PG&E's demand response programs see: www.pge.com/demandresponse)

Part V – Description of the Generating Facilities

Use additional sheets, if necessary.

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches)

List the AC disconnect switch that will be used at this Generating Facility.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Inverters interconnected with PG&E

List all the inverters that will be interconnected to PG&E.

Owners with non-standard inverters which do not meet the UL and IEEE requirements specified in Electric Rule 21, or Owners whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section as described in Electric Rule 21 (Section G.1.m.) require a **Supplemental Review** which may entail a study, additional equipment, and/or other requirements.

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ¹ kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1						
2						
3						

C. Photovoltaic Generator Equipment

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above. (Please attach additional sheets if more space is needed).

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ² (kW)	Inverter number from (B.) above (1 or 2)
1						
2						
3						

D. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

¹ The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

² The total capacity is the PV panel rating times the quantity.

Please complete this agreement in its entirety



ELECTRIC SAMPLE FORM 79-1131 Sheet 1
NEMV APPLICATION AND INTERCONNECTION AGREEMENT FOR A SOLAR
(PV) OR WIND GENERATING FACILITY OF 1 MW OR LESS

PLEASE REFER TO ATTACHED
SAMPLE FORM

Advice Letter No: 4418-E
Decision No. 14-03-041

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed May 19, 2014
Effective June 18, 2014
Resolution No. _____



Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less

Please note: This agreement does not constitute an application for rebate and/or incentive programs. For more information on these programs, please visit the program website at the links provided below.

- California Solar Initiative (CSI): www.pge.com/csi
Self-Generation Incentive Program (SGIP): www.pge.com/sgip

Project Identification Number _____ (for PG&E's use only)

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

This Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less (Agreement) applies to electric rate schedule NEMV—Virtual Net Energy Metering For A Multi-Tenant And Multi-Meter Property Served At The Same Service Delivery Point for the Owner or designated agent of the Owner (Owner) who interconnects a single solar photovoltaic and/or wind generating facility sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEMV) of the past year but with a maximum total size of no larger than one MW or 1,000 kW (Renewable Electric Generation Facility) that is located at a Single Delivery Point1 with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Agreement is to allow the Owner to interconnect the Renewable Electric Generation Facility with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEMV. Owner has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the NEMV Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service delivery point as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Note: If this application is for a Renewable Electric Generation Facility with a generator type that is other than solar (PV) and wind covered in Schedule NEMV, please use Application Form 79-1142.

B. NEM Transition

Customers receiving service on the current NEMV tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEM and NEMV at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf and http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf for more details.

C. Description of Service (This Agreement is being filed for, check all that apply):

- A New NEMV Renewable Electric Generation Facility interconnection (at an existing service).
For Physical/Electrical Changes to an interconnected NEMV Renewable Electric Generation Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
A New NEMV interconnection in conjunction with a new service. An Application for Service must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).

1 Customer-owned line extensions that deliver power to other meters on the same property are not considered separate SDPs.

- A Reallocation of Eligible Energy Generation Credits under NEMV for an Existing Renewable Electric Generation Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEMV accounts.

Special Condition 6 of Schedule NEMV requires that any Customer with an existing generating facility and meter who enters into a new NEMV agreement shall complete and submit a copy of Form 79-1125 *NEM / NEMV / NEMVMASH Inspection Report* to PG&E, unless the electrical generating facility and meter have been installed and/or inspected within the previous three years.

D. Owner's Renewable Electric Generation Facility Information - Where will the Generating Facility be installed?

Name shown on Owner's PG&E service account (Must Match Owner's Name on PG&E Energy Bill)			
Street Address			
City		State	Zip
Mailing Address			
City		State	Zip
Business Phone	Home Phone	Fax	Email

E. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contractor		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

F. Other Contact Information (This information is optional).

Contact Person		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Renewable Electric Generation Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted

permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements that may result in charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf*, which may be found at:

www.pge.com/includes/docs/pdfs/shared/newgenerator/solarwindgenerators/standardenet/customer_behalf_app.pdf

In addition, Owner authorizes PG&E to release to the California Energy Commission (CEC) information regarding Owner's facility, including Owner's name and Renewable Electric Generation Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

Part II – Selecting the Study Process

Please check one:

- Fast Track Process
- Detailed Study (not typical)
 - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

In submitting this document, I the Owner, understand and agree to the following terms and conditions:

Permission to Interconnect

Owner must not operate their Renewable Electric Generation Facility in parallel with PG&E's Distribution System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Owner may be liable.

Safe Operation of the Renewable Electric Generation Facility

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

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEMV Owner's Renewable Electric Generation Facility. **Please contact Generation Interconnection Services at 415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.**

Meter access

Owner's generator output meter and the AC disconnect switch must be installed in a safe, PG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter and AC disconnect switch access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Owner or Multifamily residents, including pet dogs, should not have access to these areas to avoid hindering PG&E service personnel, preventing them from completing their work. Customers who currently have generator meters inaccessible from the outside of the building and who choose to place their generator AC disconnect switch near their meter, must place the required generator AC disconnect switch in a location readily accessible to PG&E in order to participate in this program. Should future access problems arise, PG&E reserves the right to terminate service, in accordance with its filed tariffs.

Document and Fee Requirements

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

Stale Agreements

If this agreement is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEMV.

A. Agreement Package:

These documents are needed to ensure safe and reliable operation of PG&E's Distribution System and to confirm that Owner's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request by telephoning 415-972-5676, emailing gen@pge.com, or visiting PG&E's website at www.pge.com/standardnem). **Owners should not delay sending any part of the agreement package to PG&E.** As PG&E receives the documentation described in Sections (1) through (7) below, PG&E will begin to process the application.

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including completed Appendices A, B and C**. **Please note:** the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Benefitting accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Benefitting accounts will be defaulted to Rate Schedule E-1, for residential accounts, A1 for general service accounts (unless required to be on a mandatory rate schedule such as E19 or E20), and AG-1 for agricultural rates when establishing how Owner's Benefitting Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.
2. A **single-line diagram** showing Owner's actual installation of his/her Renewable Electric Generation 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 generators, circuit breakers and other protective devices of the Renewable Electric Generation Facility, the general location of the Owner's loads relative to the Renewable Electric Generation Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.

PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEMV Eligible Renewable Electric Generation Facility and utility's Distribution System.
 - b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified inverters² will pass the requirements for Simplified Interconnection per PG&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 Owner plans to install**. The description must include the photovoltaic panel or wind turbine manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below).
 - 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.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEMV customers may be able to combine the generator output meter with an incentive meter. See Schedule NEMV for details and the cost.
3. **Site Diagram** – The site diagram must show the building or buildings at the same Service Delivery Point that will be included as part of the NEMV Arrangement that meets the single Service Delivery Point requirement in the Applicability Section of NEMV, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.

² The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html

4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMV Generating Facility location:

Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a Renewable Electric Generation Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.

I **have** insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEMV Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEMV Generating Facility location.

5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**
6. Schedule NEMV may include charges where applicable, including but not limited to that in Special Conditions: 1 (metering), 2 (one-time set-up or modification charges) and/or 3 (demand credit set-up charges).
7. **Appendix C Site Assessment Documentation** as described in the cover sheet for Appendix C.

Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or U.S. mail. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be mailed or emailed (with all aforementioned documents scanned and included as attachments) to PG&E at the address noted in Section IV (F), "Notices".

Part IV – General Facility

A. Expected **date** of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?

Date: _____

B. Are there any other generators interconnected on this account?

Yes

If **yes**, specify what kind of generator _____

No

C. Are there any possible generator meter access issues?

Yes **If yes**, check all that apply:

Locked Room/Gate

Meter located inside of facility/residence

Unrestrained animal at meter or AC disconnect switch location

Other (Please explain) _____

No

D. Are any of your accounts on a Demand Response program?

Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Qualified Customers will be based on the Qualified Customer's metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) should also exclude from consideration any impacts of NEMV generation.

Yes

If yes, what program are you on? _____

No.

E. Generator Interconnection Tie-in Point – Does your interconnection satisfy PG&E's Meter Standards (Appendix C of this Agreement)?

Yes

No. Reason: _____

If after review of a customer's NEMV application PG&E determines a site assessment is essential, then PG&E may conduct a site assessment. Please note that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

F. Are you planning to meet the requirements specified in the PG&E Greenbook (current reference is "VNEM Installation Requirements", Utility Bulletin TD6999B-005, 02/06/2012)?

Yes

No. Reason: _____

G. Where are you planning to tie in? Can you provide Switchgear cutsheets, detailing the proposed point of connection and bussing modification / clearances, cutsheets of the NGOM socket, to clearly identify proposed tie-in point?

Location: _____

H. Is the currently proposed tie-in point a result of restrictions placed on altering the existing panel or equipment within, as imposed by the local authority having jurisdiction?

Yes - What restriction? _____

No.

I. Have you confirmed the Ampere Interrupting capacity (AIC) rating of the existing panel?

Yes

No. Reason: _____

J. Is the account located within a PG&E secondary "network" system?

(Note: PG&E does not allow exporting generators to connect to secondary network systems. Portions of San Francisco and Oakland, where PG&E has a network grid. Customers seeking generator interconnections in San Francisco and Oakland must contact PG&E before beginning any work. See Section II above for more details.)

Yes.

No.

K. Are there existing PG&E gas or other utility's facilities in the vicinity of the proposed point of interconnection? (Note: Minimum clearances must be maintained from PG&E facilities, as specified in PG&E's Greenbook)

Yes - Describe: _____

No.

L. Are you going to require PG&E to arrange to de-energize the service panel for you to safely connect the generator to the service panel?

(Note: that the de-energizing process may be as simple as a PG&E Troublemaker opening a switch, or as involved as a PG&E crew performing switching, and rearrangement of service wires, and coordinating with neighboring customers that might be impacted by this de-energizing project. **PG&E requires ten (10) business days advance notice prior to performing such a request.**)

- Yes - Describe: _____
 No.

M. Can this de-energizing of the service panel be done during normal business hours?

- Yes
 No. If not, what time of the week and time of the day do you request this service disconnection to occur?

Mon Tues Wed Thu Fri Sat Sun : _____ AM / PM
(circle day of week) (enter time & circle AM or PM)

Note- the time of de-energizing the service panel will also depend on whether other customers are impacted and their input to the process.

N. What is the duration of the service disconnection requested?

Duration _____

O. Do you need PG&E personnel to stand by while you perform your work?

- Yes
 No

P. Will you need to obtain clearance from the local authority having jurisdiction prior to PG&E re-energizing the service panel?

(Note: Some cities/counties require that they have inspected the panel prior to reenergizing. You will need to provide proof of the local authority that your work will not require such approval, or be prepared to provide that to PG&E prior to PG&E re-energizing the panel).

- Yes
 No

Part V – Description of the Generating Facilities *Use additional sheets, if necessary.*

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches).
List the AC disconnect switch that will be used at this Generating Facility.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Inverters interconnected with PG&E

List all the inverters that will be interconnected to PG&E.

Owners with non-standard inverters which do not meet the UL and IEEE requirements specified in Electric Rule 21, or Owners whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section as described in Electric Rule 21 (Section G.1.m) require a **Supplemental Review** which may entail a study, additional equipment, and/or other requirements.

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ³ kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1						
2						

C. Photovoltaic Generator Equipment

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above. (Please attach additional sheets if more space is needed).

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁴ (kW)	Inverter number from (B.) above (1 or 2)
1						
2						

D. Wind Turbine Equipment (if applicable)

List the wind turbine information requested below. If there is more than one wind turbine of the same type, list the total capacity connected to each inverter you listed in B) above. Write NONE if the inverter is incorporated in the wind turbine and no inverter is required.

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Nameplate Rating kW (per unit) ⁵	Wind Turbine CEC Rating (kW) per unit	Quantity of Wind Turbines	Total Capacity (kW) ⁶	Turbine Output Voltage	Single or Three Phase	Inverter number from (B) above (1 or 2)
1									

E. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

³ The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

⁴ The total capacity is the PV panel rating times the quantity.

⁵ For all generation equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications.

⁶ The total capacity is the PV panel (or wind turbine) rating times the quantity.

F. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be mailed, along with the required attachments and any applicable fees, to:

PG&E'S P.O. BOX ADDRESS	PG&E'S STREET ADDRESS
Pacific Gas and Electric Company Attention: Generation Interconnection Services Mail Code N7L P.O. Box 770000 San Francisco, California 94177	Pacific Gas and Electric Company Attention: Generation Interconnection Services Mail Code N7L 245 Market St. San Francisco, California 94105

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to gen@pge.com

G. 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.

H. Term of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. 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 Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMV.

I. Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

J. Appendix A, Appendix B and Appendix C

Attached to this agreement are:

- *Appendix A - Designation of NEMV Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation*
- *Appendix B – Owner Affidavit Warranting That NEMV Arrangement Is Sized to Load; and*
- *Appendix C – Generator Interconnection Tie-in Point Documentation*

Owner Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

A copy of this signed agreement should be retained with the "Permission to Operate" letter to confirm project approval.

Appendix A – Designation of NEMV Generating Account and Benefitting Accounts and Their Respective Eligible Energy Credit Allocation

Project Identification Number _____ (for PG&E's use only)

Section 1 Instructions

- a. Complete the section below (this information must match the Owner information on the associated *Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less Serving Multi-Tenant And Multi-Meter Property* for the same NEMV Renewable Electric Generation Facility.

Owner Name	Address	Date

- b. Is this an application to establishing the Annual Eligible Energy Credit Allocation for a new NEMV Arrangement or for a change to the Allocation for an existing NEMV facility, as described in either NEMV Special Condition 2 or 3(g)?

- This application is for an allocation for the initial, new NEMV Arrangement:
 This application is for a reallocation for an existing NEMV Arrangement:

- c. Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEMV. The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements in the NEMV Applicability Section to be Eligible for Schedule NEMV.

Please note for each row:

- **Account Type** – (required) – The Generator Account row should be completed for the pertinent information for each column indicated; the Benefitting Account rows should be complete for the pertinent information for each column indicated. If there are more Benefitting Accounts than will fit on one page please use additional sheets as required and number pages accordingly.
- **Account Address** – (required) -- Provide an address, including unit / apartment number, for all Accounts (for the Generator Account you may use the street address of the building upon which the generator will be installed).
- **Occupant's / Owner's Name** – (required) - For the Generator Account enter the Owner's name; for all Benefitting accounts enter the name of the occupant or PG&E customer name for that location.
- **PG&E Meter Number** – (required) - Enter the PG&E Meter Numbers for the all benefitting accounts.
- **Otherwise Applicable Rate Schedule** – required -- Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for the Generator Account and all Benefitting Accounts.
- **Eligible Allocation Percentage** – (required) -- For each Benefitting Account listed, enter the Eligible Allocation Percentage to two decimal places. The Eligible Energy Allocation Percentage for each Benefitting Account should be established so that the annual kilowatt hours allocated offsets no more than part or all of the customer's own annual electrical requirements. The total of all Benefitting Account Eligible Allocation Percentages in Appendix A for this NEMV Arrangement must equal exactly 100%. If Owner is changing the Eligible Allocation Percentage on an existing NEMV Arrangement, please list all allocations to confirm they add up to 100% and **circle** the changed allocations.
- **Designated Unallocated Credit Account** “system operator/qualified customer” has the option to designate the disposition of unallocated credits to either: the Common Area Account, or one Benefitting Account. In the NEMV tariff this is referred to as the “Default Account.”
- **Appendix A, Section 2 Page Numbers** – In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2, Account List. (Start with Page 1 and do not count the page numbers for this instruction page. Also indicate on one of the pages if the allocation is for a new Arrangement or an existing Arrangement).

If Owner would like billing data from a Benefitting Account in order to verify the credit allocation they need the Benefitting Account customer's consent. To facilitate this process, here is a link to the *Authorization to Receive Customer Information or Act Upon a Customer's Behalf*: www.pge.com/tariffs/tm2/pdf/ELEC_FORMS_79-1095.pdf - (Form 79-1095) that would need to be submitted to PG&E prior to release of the Benefitting Account customer's billing data to the Owner.

Section 2

Account Type	Account Address <i>(required field)</i> (for Generator Account use street address for building with generator account)	Occupant's Name, <i>(Required field)</i> (Generator Accounts should be under the Owner's Name) Please use name listed on PG&E Account bill)	PG&E Meter Number <i>(Required field)</i>	Otherwise Applicable Rate Schedule <i>(Required field)</i>	Eligible Allocation Percentage <i>(required – to 2 decimal places, the sum of all Benefitting Account Allocation must total 100%.</i> For changes to Existing NEMV Arrangements, list all percentages but circle all changed percentages)	Designated Unallocated Credit Account <i>(optional – check one Common Area or Benefitting Account to receive unallocated credits)</i>
Generator Account						
Benefitting Accounts						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A, Section 2 Page _____ of _____
 Is this a reallocation of an existing NEMV Arrangement? Yes N

Appendix B – Owner Affidavit Warranting That NEMV Arrangement Is Sized to Load

Project Identification Number _____
(for PG&E's use only)

Address of Generator _____

In accordance with Schedule NEMV, I, Owner warrant that:

- 1) the Generator Account associated with this NEMV agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts in this NEMV Arrangement, and
- 2) the Eligible Allocation Percentage established for each Benefitting Account in Appendix A is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____

Appendix C – Generator Interconnection Point Documentation

[PG&E to attach current copy or web link providing PG&E's standards and requirements for Virtual Net Metering and PG&E GIS contact information when sending this form to Applicant].

Applicant attaches the following Documentation:

- the single line diagram to illustrate connection with the selected option provided in the Metering Standard
- the switchgear, switchboard, or main panel cut-sheets/shop drawings detailing the bussing, any modifications, clearances, and proposed point of interconnection. The proposal must include a signed PE stamp and modifications must be certified by the manufacturer or a qualified third party
- pictures of the point of interconnection (see safety "Note" below).
- the meter socket cut-sheets of the net generation output meter socket
- additional material as specified by PG&E

Note: If after review of a customer's NEMV application PG&E determines a site assessment is needed, then PG&E may conduct a site assessment. Owners are reminded that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.



Sheet 1

ELECTRIC SAMPLE FORM 79-1137
INTERCONNECTION AGREEMENT FOR NET METERING FOR A
RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KILOWATTS OR
LESS, EXCEPT SOLAR OR WIND

PLEASE REFER TO
ATTACHED SAMPLE FORM
79-1137

Advice Letter No: 4418-E
Decision No. 14-03-041

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed May 19, 2014
Effective June 18, 2014
Resolution No. _____



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

This *Interconnection Agreement for Net Energy Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator 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 Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM (if this is a NEM Solar or Wind Generating Facility, please use form 79-978) (Generating Facility) in parallel with PG&E’s Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator’s Generating Facility. Customer-Generator’s Generating Facility is intended primarily to offset part or all of the Customer-Generator’s own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E’s electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator’s Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.
- 1.2 NEM Transition - Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at:
http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR’S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

- 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 Customer-Generator’s Generating Facility and loads are interconnected with PG&E’s Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).
- 2.2 Generating Facility identification number: _____ (Assigned by PG&E).
- 2.3 Customer-Generator’s electric service agreement ID number: _____ (Assigned by PG&E).

¹ Additional forms are available on PG&E’s website at <http://www.pge.com/gen>.

**INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A
RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR
LESS, EXCEPT SOLAR OR WIND**

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: _____

Address: _____

City/Zip Code: _____

2.5 Interconnected Equipment:

List all the generating equipment interconnected with, or without, an inverter to PG&E, using the code in the Generation Type Code Table below. (For those generators interconnecting without an inverter, write in "N/A" in the right three columns. If an inverter is shared by more than one generator, write "shared" on the same line as that generator under the manufacturer column and do not enter the inverter rating. Attach list of additional equipment, if applicable).

Generator Type Code Table		
A – biomass	B – solar thermal	C – geothermal
D – fuel cell	E – small hydroelectric generation	F – digester gas
G – municipal solid waste	H – landfill gas	I – ocean wave
J – ocean thermal	K – tidal current	

1	Type of Generator (Enter Generator Type Code)	Generator Rating (kilowatts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (kilowatts) ² (if Applicable)
1					
2					
3					

2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of Schedule NEM will be _____.

2.7 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.

2.8 If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: _____.

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

- 2.9 If this Generating Facility is non-inverter based, provide the Gross Nameplate Rating of the Generating Facility: _____ kW.
- 2.10 If this Generating Facility is non-inverter based, provide the Net Nameplate Rating of the Generating Facility: _____ kW.
- 2.11 The expected annual energy production of the Generating Facility is _____ kWh.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527)*, if applicable (Formed by the Parties).
- Appendix C Schedule NEM / NEMV 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.

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

- 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 Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

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- (a) The Parties agree in writing to terminate the Agreement.
 - (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 Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the 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) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 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.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as

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Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.

- 6.2 Customer-Generator 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 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E 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 authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (Between 30 kW and 1000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator 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 Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator 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 B.

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8. 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.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;

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- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
 - (c) Contain a severability of interest clause or cross-liability clause.
- 9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.
- 9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.
- If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.
- 9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, 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 utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 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.

11. NOTICES

- 11.1 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 person specified below:

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If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract
Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:
Customer-Generator Name: _____
Address: _____
City: _____
Phone: (_____) _____
FAX: (_____) _____

11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.

11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-

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Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. 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.

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

15.1 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.

15.2 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.

15.3 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.

15.4 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.

16. AMENDMENT AND MODIFICATION

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

17. 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.

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18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER-GENERATOR'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Manager,
Generation Interconnection Services

Date: _____

Date: _____

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APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

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APPENDIX B
(If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)

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Appendix C

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 or NEMV 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 / NEMV 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.³ (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 Electric Generation Facility:

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

³ The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>

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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 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 sole 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 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 Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole 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 or NEMV, 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: _____



ELECTRIC SAMPLE FORM 79-1142
NEMV INTERCONNECTION APPLICATION FOR A RENEWABLE
ELECTRICAL GENERATION FACILITY OF 1 MEGAWATT OR LESS

Sheet 1

PLEASE REFER TO ATTACHED
SAMPLE FORM

Advice Letter No: 4418-E
Decision No. 14-03-041

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed May 19, 2014
Effective June 18, 2014
Resolution No. _____



Interconnection Application for a Renewable Electrical Generation Facility of 1 Megawatt or Less



Please note: This Application does not constitute an application for rebate and/or incentive programs. For more information on these programs, please visit the program website at the links provided below.

- California Solar Initiative (CSI): www.pge.com/csi
- Self-Generation Incentive Program (SGIP): www.pge.com/sgip

Project Identification Number _____ (for PG&E's use only)

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

This *NEMV Interconnection Application for a Renewable Electrical Generation Facility of 1 Megawatt or Less* (Application) applies to electric rate schedule *NEMV—Virtual Net Energy Metering For A Multi-Tenant Or Multi-Meter Property Served At The Same Service Delivery Point* for the Owner or designated agent of the Owner (Owner) who interconnects a Renewable Electrical Generation Facility sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEMV) of the past year but with a maximum total size of no larger than one megawatt or 1,000 kilowatts (Renewable Electric Generation Facility) that is located at a Single Delivery Point¹ with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Application is to allow the Owner to apply for the interconnect the Renewable Electric Generation Facility with PG&E's Distribution System, subject to the provisions of this Application and PG&E's rate schedule NEMV. Owner has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the NEMV Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service delivery point as listed in Appendix A. Owner shall comply at all times with this Application as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Note: If this application is for a Renewable Electric Generation Facility with a generator type that is solar (PV) and/or wind, please use Application form 79-1131.

B. NEM Transition

Customers receiving service on the current NEMV tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEM and NEMV at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf and http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf for more details.

¹ Customer-owned line extensions that deliver power to other meters on the same property are not considered separate Service Delivery Points.

Please complete this agreement in its entirety

C. Description of Service (this Application is being filed for, check all that apply):

- A New NEMV Renewable Electric Generation Facility interconnection (at an existing service).
- For Physical/Electrical Changes to an interconnected NEMV Renewable Electric Generation Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- A New NEMV interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- A Reallocation of Eligible Energy Generation Credits under NEMV for an Existing Renewable Electric Generation Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEMV accounts.

Special Condition 6 of Schedule NEMV requires that any Customer with an existing generating facility and meter who enters into a new NEMV Agreement (Form 79-1137) shall complete and submit a copy of form 79-1125 *NEM / NEMV / NEMVMASH Inspection Report* to PG&E, unless the electrical generating facility and meter have been installed and/or inspected within the previous three years.

D. Owner's Renewable Electric Generation Facility Information - Where will the Generating Facility be installed?

Name shown on Owner's PG&E service account (Must Match Owner's Name on PG&E Energy Bill)			
Street Address			
City	State	Zip	
Mailing Address			
City	State	Zip	
Business Phone	Home Phone	Fax	Email

E. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contractor	Company Name		
Mailing Address			
City	State	Zip	
Business Phone	Fax	Email	
<input type="checkbox"/> This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this Application.			

Please complete this agreement in its entirety

F. Other Contact Information (This information is optional).

Contact Person		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this Application.			

By checking the boxes above and signing this Application, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Renewable Electric Generation Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this Application is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements that may result in charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the "Authorization to Received Customer Information or Act on a Customer's Behalf", which may be found at:

www.pge.com/includes/docs/pdfs/shared/newgenerator/solarwindgenerators/standardenet/customer_behalf_app.pdf

In addition, Owner authorizes PG&E to release to the California Energy Commission (CEC) information regarding Owner's facility, including Owner's name and Renewable Electric Generation Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

Part II – Selecting the Study Process

Please check one:

- Fast Track Process
- Detailed Study (not typical)
 - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

In submitting this document, I the Owner, understand and agree to the following terms and conditions:

Permission to Interconnect

Owner must not operate their Renewable Electric Generation Facility in parallel with PG&E's Distribution System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Owner may be liable.

Safe Operation of the Renewable Electric Generation Facility

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

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEMV Owner's Renewable Electric Generation Facility. **Please contact Generation Interconnection**

Please complete this agreement in its entirety

Services at 415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.

Meter access

Owner's generator output meter and the AC disconnect switch must be installed in a safe, PG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter and AC disconnect switch access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Owner or Multifamily residents, including pet dogs, should not have access to these areas to avoid hindering PG&E service personnel, preventing them from completing their work. Customers who currently have generator meters inaccessible from the outside of the building and who choose to place their generator AC disconnect switch near their meter, must place the required generator AC disconnect switch in a location readily accessible to PG&E in order to participate in this program. Should future access problems arise, PG&E reserves the right to terminate service, in accordance with its filed tariffs.

Document and Fee Requirements

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

Stale Applications

If this Application is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEMV.

A. Application Package:

These documents are needed at the time of application to ensure safe and reliable operation of PG&E's Distribution System and to confirm that Owner's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request by telephoning 415-972-5676, emailing gen@pge.com, or visiting PG&E's website at www.pge.com/standardnem). **Owners should not delay sending any part of the Application package to PG&E.** As PG&E receives the documentation described in Sections (1) through (5) below, PG&E will begin to process the application.

Required Documents for New Applicants:

1. A completed copy of this **Application, including completed Appendices A, B and C.** *Please note:* the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Application, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Benefitting accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Benefitting accounts will be defaulted to Rate Schedule E-1, for residential accounts, A1 for general service accounts (unless required to be on a mandatory rate schedule such as E19 or E20), and AG-1 for agricultural rates when establishing how Owner's Benefitting Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.
2. A **single-line diagram** showing Owner's actual installation of his/her Renewable Electric Generation 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 generators, circuit breakers and other protective devices of the Renewable Electric Generation Facility, the general location of the Owner's loads relative to the Renewable Electric Generation Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.

PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEMV Eligible Renewable Electric Generation Facility and utility's Distribution System.
 - b. A description of the specific **inverter(s)**, if any, used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified

Please complete this agreement in its entirety

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inverters² will pass the requirements for Simplified Interconnection per PG&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 Owner plans to install**. The description must include the generator manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified equipment will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote below). For generator equipment that is not CEC certified, Applicant may need to provide additional information and/or documentation at PG&E's request.
 - 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.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEMV customers may be able to combine the generator output meter with an incentive meter. See Schedule NEMV for details and the cost.
3. **Site Diagram** – The site diagram must show the building or buildings at the same Service Delivery Point that will be included as part of the NEMV Arrangement that meets the single Service Delivery Point requirement in the Applicability Section of NEMV, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.

4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMV Generating Facility location:

Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a Renewable Electric Generation Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Application in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.

I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEMV Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEMV Generating Facility location.

5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's Application package will not be complete until PG&E receives this document.**
6. Schedule NEMV may include charges where applicable, including but not limited to that in Special Conditions 1 (metering), 2 (one-time set-up or modification charges), and/or 3 (demand credit set-up charges).
7. **Appendix C, Site Assessment Documentation-** as described in the cover sheet for Appendix C.

² The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html
Please complete this agreement in its entirety

Internet Application Forms

If this Application has been completed electronically, it may be submitted to PG&E via e-mail or U.S. mail. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be mailed or emailed (with all aforementioned documents scanned and included as attachments) to PG&E at the address noted in Section IV (D), "Notices".

Part IV – General Facility

A. Expected **date** of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?

Date: _____

B. Are there any other generators interconnected on this account?

Yes

If yes, specify what kind of generator _____

No

C. Are there any possible generator meter access issues?

Yes **If yes**, check all that apply:

Locked Room/Gate

Meter located inside of facility/residence

Unrestrained animal at meter or AC disconnect switch location

Other (Please explain) _____

No

D. Are any of your accounts on a Demand Response program?

(Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Qualified Customers will be based on the Qualified Customer's metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) should also exclude from consideration any impacts of NEMV generation.)

Yes

If yes, what program are you on? _____

No.

E. Generator Interconnection Tie-in Point – Does your interconnection satisfy PG&E's Meter Standards (Appendix C of this Application)?

Yes

No. Reason: _____

If after review of a customer's NEMV application PG&E determines a site assessment is essential, then PG&E may conduct a site assessment. Please note that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

F. Are you planning to meet the requirements specified in the PG&E Greenbook (current reference is "VNEM Installation Requirements", Utility Bulletin TD6999B-005, 02/06/2012)?

Yes

No. Reason: _____

G. Where are you planning to tie in? Can you provide Switchgear cutsheets, detailing the proposed point of connection and bussing modification / clearances, cutsheets of the NGOM socket, to clearly identify proposed tie-in point?

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Location: _____

H. Is the currently proposed tie-in point a result of restrictions placed on altering the existing panel or equipment within, as imposed by the local authority having jurisdiction?

- Yes - What restriction? _____
 No.

I. Have you confirmed the Ampere Interrupting capacity (AIC) rating of the existing panel?

- Yes
 No. Reason: _____

J. Is the account located within a PG&E secondary "network" system?
(Note: PG&E does not allow exporting generators to connect to secondary network systems. Portions of San Francisco and Oakland, where PG&E has a network grid. Customers seeking generator interconnections in San Francisco and Oakland must contact PG&E before beginning any work. See Section II above for more details.)

- Yes.
 No.

K. Are there existing PG&E gas or other utility's facilities in the vicinity of the proposed point of interconnection?
(Note: Minimum clearances must be maintained from PG&E facilities, as specified in PG&E's Greenbook)

- Yes - Describe: _____
 No.

L. Are you going to require PG&E to arrange to de-energize the service panel for you to safely connect the generator to the service panel?

(Note: that the de-energizing process may be as simple as a PG&E Troublemaker opening a switch, or as involved as a PG&E crew performing switching, and rearrangement of service wires, and coordinating with neighboring customers that might be impacted by this de-energizing project. **PG&E requires ten (10) business days advance notice prior to performing such a request.**)

- Yes - Describe: _____
 No.

M. Can this de-energizing of the service panel be done during normal business hours?

- Yes
 No. If not, what time of the week and time of the day do you request this service disconnection to occur?

Mon Tues Wed Thu Fri Sat Sun : _____ AM / PM
(circle day of week) (enter time & circle AM or PM)

Note: The time of de-energizing the service panel will also depend on whether other customers are impacted and their input to the process.

N. What is the duration of the service disconnection requested?

Duration _____

O. Do you need PG&E personnel to stand by while you perform your work?

- Yes
 No

P. Will you need to obtain clearance from the local authority having jurisdiction prior to PG&E re-energizing the service panel?

(Note: Some cities/counties require that they have inspected the panel prior to reenergizing. You will need to provide proof of the local authority that your work will not require such approval, or be prepared to provide that to PG&E prior to PG&E re-energizing the panel.)

- Yes
 No

Part V – Description of the Generating Facilities *Use additional sheets, if necessary.*

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches)
 List the AC disconnect switch that will be used at this Generating Facility.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Generating Equipment

List all the equipment that will be interconnected to PG&E for this NEMV Arrangement:

1. Generation Equipment Detailed Description

NEMV Type of Generation Equipment - Table B.1 (see row 2 below)		
1. biomass	2. geothermal	3. municipal solid waste
4. solar thermal	5. fuel cell	6. landfill gas
7. small hydroelectric generation	8. ocean wave	9. digester gas
10. ocean thermal	11. tidal current	

Generating Equipment Description - Table B.2						
		Generator type 1	Generator Type 2	Generator Type 3	Generator Type 4	Generator Type 5
a	Is the Generator new or existing	<input type="checkbox"/> New <input type="checkbox"/> Existing	<input type="checkbox"/> New <input type="checkbox"/> Existing	<input type="checkbox"/> New <input type="checkbox"/> Existing	<input type="checkbox"/> New <input type="checkbox"/> Existing	<input type="checkbox"/> New <input type="checkbox"/> Existing
b	Number of Type of NEMV generation (from Table B.1)					
c	Please indicate the quantity of each "type" of Generators being installed:					
d	Generator Manufacturer					
e	Generator Model					
f	Is the Generator CEC certified?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
g	Generator Design	<input type="checkbox"/> Synchronous <input type="checkbox"/> Induction <input type="checkbox"/> Inverter				
h	Generator Gross Nameplate Rating					
i	Generator Operating Voltage					

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j	Inverter (if any) Manufacturer					
k	Inverter (if any) Model					
l	Is the Inverter (if any) CEC certified?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
m	Inverter (if any) Gross Nameplate Rating					
n	Inverter (if any) Generator Operating Voltage					
o	Power Factor rating (if applicable)					
p	PF Adjustment Range (if applicable)					

2. Generator Account's otherwise-applicable rate schedule under the provisions of Schedule NEMV will be _____.

3. If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: _____.

4. The expected annual energy production of the Generating Facility is _____ kWh.

C. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

D. Notices - Mailing Instructions and Assistance:

When this Application has been completed it should be mailed, along with the required attachments and any applicable fees, to:

PG&E'S P.O. BOX ADDRESS	PG&E'S STREET ADDRESS
Pacific Gas and Electric Company Attention: Generation Interconnection Services Mail Code N7L P.O. Box 770000 San Francisco, California 94177	Pacific Gas and Electric Company Attention: Generation Interconnection Services Mail Code N7L 245 Market St. San Francisco, California 94105

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to gen@pge.com

E. Governing Law

This Application 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.

F. Term of Application

After receipt of all applicable fees, required documents, and this completed Application, this Application shall become effective on the date of PG&E issues the permission to operate letter. This Application 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 Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMV.

Please complete this agreement in its entirety

G. Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

H. Appendix A, Appendix B and Appendix C

Attached to this Application are:

- *Appendix A - Designation of NEMV Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation*
- *Appendix B –Owner Affidavit Warranting That NEMV Arrangement Is Sized to Load; and*
- *Appendix C – Generator Interconnection Tie-in Point Documentation*

Owner Name (Please Print): _____

(Signature): _____ Date:_____

Title: _____

A copy of this signed Application should be retained with the "Permission to Operate" letter to confirm project approval.

Appendix A – Designation of NEMV Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation

Project Identification Number _____ (for PG&E's use only)

Section 1 Instructions

1) Complete the section below (this information must match the Owner information on the attached Application).

Owner Name	Address	Date

2) Is this an application to establishing the Annual Eligible Energy Credit Allocation for a new NEMV Arrangement or for a change to the Allocation for an existing NEMV facility, as described in either NEMV Special Condition 2 or 3(g)?

- This application is for an allocation for the initial, new NEMV Arrangement
- This application is for a reallocation for an existing NEMV Arrangement:

3) Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEMV. The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements in the NEMV Applicability Section to be Eligible for Schedule NEMV.

Please note for each row:

- **Account Type** – (required) – The Generator Account row should be completed for the pertinent information for each column indicated; the Benefitting Account rows should be complete for the pertinent information for each column indicated. If there are more Benefitting Accounts than will fit on one page please use additional sheets as required and number pages accordingly.
- **Account Address** – (required) -- Provide an address, including unit / apartment number, for all Accounts (for the Generator Account you may use the street address of the building upon which the generator will be installed).
- **Occupant's / Owner's Name** – (required) - For the Generator Account enter the Owner's name; for all Benefitting accounts enter the name of the occupant or PG&E customer name for that location.
- **PG&E Meter Number** – (required) - Enter the PG&E Meter Numbers for the all benefitting accounts.
- **Otherwise Applicable Rate Schedule** – required -- Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for the Generator Account and all Benefitting Accounts.
- **Eligible Allocation Percentage** – (required) -- For each Benefitting Account listed, enter the Eligible Allocation Percentage to two decimal places. The Eligible Energy Allocation Percentage for each Benefitting Account should be established so that the annual kilowatt hours allocated offsets no more than part or all of the customer's own annual electrical requirements. The total of all Benefitting Account Eligible Allocation Percentages in Appendix A for this NEMV Arrangement must equal exactly 100%. If Owner is changing the Eligible Allocation Percentage on an existing NEMV Arrangement, please list all allocations to confirm they add up to 100% and **circle** the changed allocations.
- **Designated Unallocated Credit Account** “system operator/qualified customer” has the option to designate the disposition of unallocated credits to either: the Common Area Account, or one Benefitting Account. In the NEMV tariff this is referred to as the “Default Account.”
- **Appendix A, Section 2 Page Numbers** – In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for this instruction page). Also indicate on one of the pages if the allocation is for a new Arrangement, or an existing Arrangement.

If Owner would like billing data from a Benefitting Account in order to verify the credit allocation they need the Benefitting Account customer's consent. To facilitate this process, here is a link to the: www.pge.com/tariffs/tm2/pdf/ELEC_FORMS_79-1095.pdf - (Form 79-1095) that would need to be submitted to PG&E prior to release of the Benefitting Account customer's billing data to the Owner.

Please complete this agreement in its entirety

Section 2

Account Type	Account Address <i>(required field)</i> (for Generator Account use street address for building with generator account)	Occupant's Name, <i>(Required field)</i> (Generator Accounts should be under the Owner's Name) Please use name listed on PG&E Account bill)	PG&E Meter Number <i>(Required field)</i>	Otherwise Applicable Rate Schedule <i>(Required field)</i>	Eligible Allocation Percentage <i>(required – to 2 decimal places, the sum of all Benefitting Account Allocation must total 100%.</i> For changes to Existing NEMV Arrangements, list all percentages but circle all changed percentages)	Designated Unallocated Credit Account <i>(optional – check one Common Area or Benefitting Account to receive unallocated credits)</i>
Generator Account						
Benefitting Accounts						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A, Section 2 Page _____ of _____
 Is this a reallocation of an existing NEMV Arrangement? Yes N

Please complete this agreement in its entirety

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Appendix B – Owner Affidavit Warranting That NEMV Arrangement Is Sized to Load

Project Identification Number _____
(for PG&E's use only)

Address of Generator _____

In accordance with Schedule NEMV, I, Owner warrant that:

- 1) the Generator Account associated with this NEMV Application is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts in this NEMV Arrangement, and
- 2) the Eligible Allocation Percentage established for each Benefitting Account in Appendix A is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____

Appendix C – Generator Interconnection Point Documentation

[PG&E to attach current copy or web link providing PG&E's standards and requirements for Virtual Net Metering and PG&E GIS contact information when sending this form to Applicant.]

Applicant attaches the following Documentation:

- the single line diagram to illustrate connection with the selected option provided in the Metering Standard
- the switchgear, switchboard, or main panel cut-sheets/shop drawings detailing the bussing, any modifications, clearances, and proposed point of interconnection. The proposal must include a signed PE stamp and modifications must be certified by the manufacturer or a qualified third party
- pictures of the point of interconnection (see safety "Note" below)
- the meter socket cut-sheets of the net generation output meter socket
- additional material as specified by PG&E

Note: If after review of a customer's NEMV application PG&E determines a site assessment is needed, then PG&E may conduct a site assessment. Owners are reminded that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

Please complete this agreement in its entirety

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Sheet 1

ELECTRIC SAMPLE FORM 79-1151A
AGREEMENT AND CUSTOMER AUTHORIZATION
 Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating
 Facilities Of 30 Kilowatts Or Less

Please Refer to Attached
 Sample Form

Advice Letter No: 4418-E
 Decision No. 14-03-041

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed May 19, 2014
 Effective June 18, 2014
 Resolution No. _____



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities

Of 30 Kilowatts Or Less

Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.

City and County of San Francisco ("CCSF") owned generating facilities seeking Schedule NEMCCSF and participants in the Demand Response Programs below are not eligible to participate in NEM

- o Peak Day Pricing (PDP)
- o Scheduled Load Reduction Program (SLRP)
- o SmartRate

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Please check this box if you intend to participate in NEM aggregation and continue to fill out Parts I, III, IV and the separate NEM Load Aggregation Appendix (Form 79-1153)

Please check the applicable box: Individual Company

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
Generating Facility Street Address*	City*	CA State Zip*
Customer Phone Number	Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)	

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
---	---------------

C. Energy Service Provider (ESP) Customers, who have an ESP other than PG&E, must contact their ESP directly regarding the ESP's NEM program. (If applicable, check one):

Interconnection under Direct Access (DA) Interconnection under Community Choice Aggregation (CCA)

D. Application Contact Information (required if Customer is authorizing a third party to act on Customer's behalf):

Company Name	Contact Person
Contact Phone Number	Email

- By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit Application Form 79-1151B and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.**
- By checking this box, I (Customer) voluntarily agree to provide PG&E the System Cost Paid by Customer (optional, not required.) I understand this information may also be provided to the CPUC and other third parties. \$ _____**

Part II – NEM Generator System Size (skip this section if participating in NEM Aggregation)

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the accompanying Application Form 79-1151B.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection. PG&E will confirm the nameplate covered by this Agreement in the Permission to Operate Letter.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities

Of 30 Kilowatts Or Less

Part II – NEM Generator System Size – Continued

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) Application Form 79-1151B, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM systems should be sized with an estimated annual production no larger than 110% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. Customers can obtain their usage data from www.pge.com/greenbutton. System sizing eligibility will be reviewed using the criteria below.

B. Solar Generator System Sizing: The CEC-AC kW on the Application cannot exceed the CEC-AC kW listed below.

- Solar Systems ≤ 5 kW (CEC-AC¹ kW) do not require review. Please only list your CEC-AC rating below in (1) and skip the rest of Section B.

- Solar Systems > 5 kW (CEC-AC kW), size is determined as below. Please fill out all of Section B.

Estimated Annual Production: (1) CEC-AC rating _____ (kW) X 1,664² = _____

Estimated Annual Energy Usage: (2) Recent annual usage _____ (kWh) X 1.1 = _____

OR (If 12 months usage not available) (3) Building size _____ (sq ft) X 3.32³ = _____

AND (4) I plan to increase my annual usage (kWh) by _____

(5) Total Energy Usage (2 or 3) + (4) = _____

Net Generation (Production – Usage): (1) – (5) = _____ *

*Positive number indicates that the system is estimated to generate more than the estimated usage

C. Wind Generator System Sizing: The nameplate on the Application cannot exceed the nameplate listed below.

- All Wind Turbines, size is determined as below.

Estimated Annual Production: (1) Nameplate rating _____ (kW) X 2,190⁴ = _____

Estimated Annual Energy Usage: (2) Recent annual usage _____ (kWh) X 1.1 = _____

OR (If 12 months usage not available) (3) Building size _____ (sq ft) X 3.32⁵ = _____

AND (4) I plan to increase my annual usage (kWh) by _____

(5) Total Energy Usage (2 or 3) + (4) = _____

Net Generation (Production – Usage): (1) – (5) = _____ *

*Positive number indicates that the system is estimated to generate more than the estimated usage

Part III – Rate Selection

A. Otherwise Applicable Rate Schedule (OAS) for NEM Account: Select one rate from the category applicable to you. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

Residential Service Rate (Select one):

- E-1 – Non-Time-of-Use
- E-6 – Time-of-Use
- E-7⁶ – Time-of-Use
- E-8⁶ – Non-Time-of-Use
- E-9A⁶ – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- E-9B⁶ – Time-of-Use for Customers with a separately metered EV recharging station
- EV-A⁷ – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- EV-B⁷ – Time-of-Use for Customers with a separately metered EV recharging station
- Other (_____)

¹ CEC-AC (kW) = California Energy Commission Alternating Current, refers to inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

² 8,760 hrs/yr X 0.19 solar capacity factor = 1,664

³ 2 watts/sq ft X 1/1,000 watts X 8,760 hrs/yr X 0.19 solar capacity factor = 3.32

⁴ 8,760 hrs/yr X 0.25 wind capacity factor = 2,190

⁵ 1.52 watts/sq ft X 1/1,000 watts X 8,760 hrs/yr X 0.25 wind capacity factor = 3.32

⁶ E-7, E-8, E-9A, E-9B, AG-R, and AG-V are closed to all new customers and are only available to Customers that are currently on the rate.

⁷ Rates effective August 1, 2013 for Customers with Electric Vehicles. Please visit www.pge.com/electricvehicles for more rate information.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities

Of 30 Kilowatts Or Less

Part III – Rate Selection - Continued

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

	<u>Primary</u>	<u>Secondary</u>
<input type="checkbox"/> A-1 – Small General Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> A-6 – Small General Time-of-Use Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> A-10 – Medium General Demand-Metered Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> A-10 – Medium General Time-of-use Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other (_____)	<input type="checkbox"/>	<input type="checkbox"/>

Agricultural Power Service Rate: (Select one rate and rate option):

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<input type="checkbox"/> AG-1	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/> AG-R ⁶ – Split-Week Time-of-Use	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> AG-V ⁶ – Short-Peak Time-of-Use	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> AG-4 – Time-of-Use	<input type="checkbox"/>					
<input type="checkbox"/> AG-5 – Time of Use	<input type="checkbox"/>					
<input type="checkbox"/> Other (_____)	<input type="checkbox"/>					

Part IV – Interconnection Agreement Provisions

A. Purpose

The purpose of this Net Energy Metering (NEM) Application and Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Agreement) is to allow Customer to interconnect with Pacific Gas and Electric Company's (PG&E) Distribution System, subject to the provisions of this Agreement and PG&E's Electric Schedule Net Energy Metering (NEM). Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with PG&E's Distribution System to offset part or all of the Customer's own electrical requirements at this service point. Customer shall comply at all times with this Agreement as well as with all applicable laws, tariffs and requirements of the California Public Utilities Commission (CPUC).

B. Applicability

This Agreement applies to Electric Schedule NEM Customer-Generators (Customer) who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

C. NEM Transition

Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

D. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&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.

E. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electrical generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities

Of 30 Kilowatts Or Less

Part IV – Interconnection Agreement Provisions – Continued

F. Safe Operation of your Generating Facility

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

G. AC Disconnect Switch

PG&E recommends that a customer 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.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

H. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

I. NEM Billing

PG&E installs a "net meter" on a customer's property that measures the net energy, defined as the difference between the amount of electricity supplied by PG&E and the amount of electricity exported to the grid over the course of a month. The Customer's account is enrolled in the NEM program and put on an annual (12- billing months) true-up cycle.

The meter is read monthly and an amount is calculated based on the net energy recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM billing is available at www.pge.com/nembilling.

J. Net Surplus Compensation (NSC)

NSC payments are made to NEM customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit www.pge.com/nscoptout to complete Form 79-1130.

K. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) 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.

L. 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.

Part IV – Interconnection Agreement Provisions – Continued



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities

Of 30 Kilowatts Or Less

M. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

N. Term of Agreement

This Agreement shall become effective as of the date of PG&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 PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM.

Part IV – Interconnection Agreement Provisions – Continued

O. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

P. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) **The information provided in this Agreement is true and correct.**
- 2) **By completing the fields and checking the box in Part I Section D, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.**
- 3) **I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.**
- 4) **I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E's Electric Rule 21.**

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E will accept electronic signatures that are verified by qualified Third Parties such as, Adobe EchoSign, e-SignLive, and DocuSign for this Agreement if the Agreement is completed in its entirety before signing.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM requirements.



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Sheet 1

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Advice Letter No: 4418-E
 Decision No. 14-03-041

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed May 19, 2014
 Effective _____
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ELECTRIC TABLE OF CONTENTS
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**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

1st Light Energy	Division of Ratepayer Advocates	North America Power Partners
AT&T	Douglass & Liddell	Occidental Energy Marketing, Inc.
Alcantar & Kahl LLP	Downey & Brand	OnGrid Solar
Anderson & Poole	Ellison Schneider & Harris LLP	Pacific Gas and Electric Company
BART	G. A. Krause & Assoc.	Praxair
Barkovich & Yap, Inc.	GenOn Energy Inc.	Regulatory & Cogeneration Service, Inc.
Bartle Wells Associates	GenOn Energy, Inc.	SCD Energy Solutions
Braun Blaising McLaughlin, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	SCE
CENERGY POWER	Green Power Institute	SDG&E and SoCalGas
California Cotton Ginners & Growers Assn	Hanna & Morton	SPURR
California Energy Commission	In House Energy	San Francisco Public Utilities Commission
California Public Utilities Commission	International Power Technology	Seattle City Light
California State Association of Counties	Intestate Gas Services, Inc.	Sempra Utilities
Calpine	K&L Gates LLP	SoCalGas
Casner, Steve	Kelly Group	Southern California Edison Company
Center for Biological Diversity	Linde	Spark Energy
City of Palo Alto	Los Angeles County Integrated Waste Management Task Force	Sun Light & Power
City of San Jose	Los Angeles Dept of Water & Power	Sunshine Design
Clean Power	MRW & Associates	Tecogen, Inc.
Coast Economic Consulting	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Commercial Energy	Marin Energy Authority	TransCanada
Cool Earth Solar, Inc.	McKenna Long & Aldridge LLP	Utility Cost Management
County of Tehama - Department of Public Works	McKenzie & Associates	Utility Power Solutions
Crossborder Energy	Modesto Irrigation District	Utility Specialists
Davis Wright Tremaine LLP	Morgan Stanley	Verizon
Day Carter Murphy	NLine Energy, Inc.	Water and Energy Consulting
Defense Energy Support Center	NRG Solar	Wellhead Electric Company
Dept of General Services	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)