October 23, 2015

Erik Jacobson
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

SUBJECT: Clean-Up of Gas and Electric Tariffs

Dear Mr. Jacobson:

Advice Letter 3609-G/4674-E is effective as of August 23, 2015.

Sincerely,

Edward Randolph
Director, Energy Division
July 24, 2015

Advice 3609-G/4674-E
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Clean-Up of Gas and Electric Tariffs

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its gas and electric tariffs. The affected tariff sheets are listed on the enclosed Attachment 2.

Purpose

The purpose of this advice letter is to propose revisions to various tariffs in PG&E’s tariff book in an effort to remove obsolete language, correct typos, provide more clarity for customers, and update language consistent with current practices. The filing would not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

Tariff Revisions

This Advice Letter in general proposes the following changes:

- Minor corrections to Electric Rule 21 and modifications to associated forms for clarity and to simplify the interconnection process;
- Removal of various Electric Preliminary Statements from the Table of Contents, which were retired in a previously approved advice letters;
- Removal of certain other Preliminary Statements from the tariff book which are no longer used or needed;
- Add additional contact information fields for the Compressed Natural Gas Fueling Agreement (Gas Form 79-753) and reformatted Attachment B to increase readability; and
- Retirement of outdated California Alternate Rates for Energy (CARE) Program Application for Farm Workers Residential Single Family (Gas Form 61-0522) form.
A matrix describing all tariff revisions is included as Attachment 1 to this advice letter. In addition, where forms have been revised, redlines of the current tariffs are provided as Attachment 3.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than August 13, 2015, which is 20 days after the date of this filing. Protests must be submitted to:

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:

Erik Jacobson  
Director, 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, Section 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, Section 3.11).
Effective Date

PG&E requests that this Tier 2 advice filing become effective on regular notice, August 23, 2015, 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. 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/.

/S/
Erik Jacobson
Director, Regulatory Relations

Attachments

cc: Service List
Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type: 
- ☑ ELC
- ☑ GAS
- ☐ PLC
- ☐ HEAT
- ☐ WATER

Contact Person: Kingsley Cheng  
Phone #: (415) 973-5265  
E-mail: k2c0@pge.com and PGETariffs@pge.com

**EXPLANATION OF UTILITY TYPE**
- ELC = Electric  
- GAS = Gas  
- PLC = Pipeline  
- HEAT = Heat  
- WATER = Water

Advice Letter (AL) #: **3609-G/4674-E**  
Tier: 2

Subject of AL: **Clean-Up of Gas and Electric Tariffs**

Keywords (choose from CPUC listing): Compliance, Forms, Rules, Balancing Accounts, Text Changes

AL filing type: ☑ Monthly ☐ Quarterly ☐ Annual ☑ One-Time ☐ Other _____________________________

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: __________________

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: **August 23, 2015**  
No. of tariff sheets: 27

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: Please see Attachments 1 and 2

Service affected and changes proposed: N/A

Pending advice letters that revise the same tariff sheets: N/A

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

**California Public Utilities Commission**  
Energy Division  
EDTariffUnit  
505 Van Ness Ave., 4th Flr.  
San Francisco, CA 94102  
E-mail: EDTariffUnit@cpuc.ca.gov

**Pacific Gas and Electric Company**  
Attn: Erik Jacobson  
Director, Regulatory Relations  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177  
E-mail: PGETariffs@pge.com
### Color Key

<table>
<thead>
<tr>
<th>Preliminary Statement Table of Content Removal</th>
<th>Preliminary Statement Retire</th>
<th>Electric Generation Interconnection, (EGI) corrections / modifications</th>
<th>Other Tariff revisions or removal</th>
</tr>
</thead>
</table>

### Electric Tariffs

<table>
<thead>
<tr>
<th>Tariff</th>
<th>Tariff Name / Change Description</th>
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</thead>
<tbody>
<tr>
<td>Electric Rule 21</td>
<td><em>Generating Facility Interconnections</em></td>
</tr>
<tr>
<td></td>
<td>• Remove duplicate definition; “Distribution Upgrades” in Section C, Sheet 19.</td>
</tr>
<tr>
<td></td>
<td>• Correct an inadvertent typographical error in Section F.5.b. The timeframe for issuing</td>
</tr>
<tr>
<td></td>
<td>Permission to Operate in Section F.5.b (Sheet 118) needs to be corrected from 5 Calendar Days</td>
</tr>
<tr>
<td></td>
<td>to 5 Business Days to align with Southern California Edison’s and San Diego Gas and Electric</td>
</tr>
<tr>
<td></td>
<td>Company’s Electric Rule 21 (as agreed upon amongst the parties when the new Rule 21 was filed</td>
</tr>
<tr>
<td></td>
<td>in 2012 (Advice Letter 4110-E)).</td>
</tr>
<tr>
<td>Electric Preliminary Statement Part U</td>
<td><em>Capital Audit Consultant Cost Memorandum Account</em></td>
</tr>
<tr>
<td></td>
<td>• Remove Electric Preliminary Statement Part U from Tariff Book Table of Contents. Advice</td>
</tr>
<tr>
<td></td>
<td>4462-E was approved on September 16, 2014, authorizing the closure of various headroom accounts</td>
</tr>
<tr>
<td></td>
<td>and other headroom-related balancing accounts. The accounts that were retired are reflected</td>
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<tr>
<td></td>
<td>in Electric Preliminary Statement Parts U, CC, CE, CF, CR, CS and DE.</td>
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</tbody>
</table>
## Electric Tariffs

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<tr>
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</table>
| Electric Preliminary Statement Part AD      | *Transition Cost Audit Memorandum Account (TCAMA)*  
• Retire Preliminary Statement Part AD. The TCAMA was established in compliance with Decision (D.) 96-09-032 (September 4, 1996) to record the invoiced auditor costs incurred by each utility associated with independent audits of the utility’s recorded transition costs and revenues. TCAMA has no balance and there is no longer a need for this account. PG&E requests to close and eliminate the TCAMA and retire Electric Preliminary Statement Part AD. |
| Electric Preliminary Statement Part CC       | *Real Time Energy Metering Memorandum Account*  
• Remove Electric Preliminary Statement Part CC from Tariff Book Table of Contents. Advice 4462-E was approved on September 16, 2014, authorizing the closure of various headroom accounts and other headroom-related balancing accounts. The accounts that were retired are reflected in Electric Preliminary Statement Parts U, CC, CE, CF, CR, CS and DE. |
| Electric Preliminary Statement Part CE       | *Baseline Balancing Account*  
• Remove Electric Preliminary Statement Part CE from Tariff Book Table of Contents. Advice 4462-E was approved on September 16, 2014, authorizing the closure of various headroom accounts and other headroom-related balancing accounts. The accounts that were retired are reflected in Electric Preliminary Statement Parts U, CC, CE, CF, CR, CS and DE. |
| Electric Preliminary Statement Part CF       | *Net Energy Metering Memorandum Account*  
• Remove Electric Preliminary Statement Part CF from Tariff Book Table of Contents. Advice 4462-E was approved on September 16, 2014, authorizing the closure of various headroom accounts and other headroom-related balancing accounts. The accounts that were retired are reflected in Electric Preliminary Statement Parts U, CC, CE, CF, CR, CS and DE. |
## Electric Tariffs

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<tr>
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</thead>
<tbody>
<tr>
<td>Electric Preliminary Statement Part CR</td>
<td>Common Area Balancing Account</td>
</tr>
<tr>
<td></td>
<td>• Remove Electric Preliminary Statement Part CR from Tariff Book Table of Contents. Advice 4462-E was approved on September 16, 2014, authorizing the closure of various headroom accounts and other headroom-related balancing accounts. The accounts that were retired are reflected in Electric Preliminary Statement Parts U, CC, CE, CF, CR, CS and DE.</td>
</tr>
<tr>
<td>Electric Preliminary Statement Part CS</td>
<td>Advanced Metering and Demand Response Account</td>
</tr>
<tr>
<td></td>
<td>• Remove Electric Preliminary Statement Part CS from Tariff Book Table of Contents. Advice 4462-E was approved on September 16, 2014, authorizing the closure of various headroom accounts and other headroom-related balancing accounts. The accounts that were retired are reflected in Electric Preliminary Statement Parts U, CC, CE, CF, CR, CS and DE.</td>
</tr>
<tr>
<td>Electric Preliminary Statement Part DE</td>
<td>Headroom Account</td>
</tr>
<tr>
<td></td>
<td>• Remove Electric Preliminary Statement Part DE from Tariff Book Table of Contents. Advice 4462-E was approved on September 16, 2014, authorizing the closure of various headroom accounts and other headroom-related balancing accounts. The accounts that were retired are reflected in Electric Preliminary Statement Parts U, CC, CE, CF, CR, CS and DE.</td>
</tr>
<tr>
<td>Electric Preliminary Statement Part DV</td>
<td>Community Choice Aggregation Cost Responsibility Surcharge Balancing Account (CCACRSBA)</td>
</tr>
<tr>
<td></td>
<td>• Retire Preliminary Statement Part DV. The CCACRSBA was established in compliance with D.04-12-046 (December 16, 2004) to record Community Choice Aggregation (CCA) Cost Responsibility Surcharge (CRS) revenues and CCA cost responsibility in order to provide full recovery of the CCA cost responsibility. The CCACRSBA has no balance and there is no longer a need for this account. PG&amp;E requests to close and eliminate the CCACRSBA and retire Electric Preliminary Statement Part DV.</td>
</tr>
</tbody>
</table>
### Electric Tariffs

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<thead>
<tr>
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<tbody>
<tr>
<td>Electric Preliminary Statement Part DZ</td>
<td><em>Department of Energy Litigation Balancing Account</em>&lt;br&gt;Replace the term “credit” with “debit” in Section 5.A.2 and in Section 5.B.2 of Electric Preliminary Statement Part DZ. The DOELBA was revised in compliance with D.14-08-032. Specifically, the accounting procedures were reorganized into two new subaccounts that more clearly describe how PG&amp;E records and tracks proceeds received from the DOE, net of costs, to be returned to customers. D.14-08-032 states that “When settlement funds are received, PG&amp;E’s accumulated outside litigations costs will be subtracted.”¹ When PG&amp;E filed Advice 4495-E in compliance with D.14-08-032, PG&amp;E inadvertently missed labeled the litigation costs as a credit, instead of as a debit, or cost. PG&amp;E is requesting to revise the incorrect term that is currently in the tariff.</td>
</tr>
<tr>
<td>Electric Preliminary Statement Part FI</td>
<td><em>Operations and Maintenance Contingency Balancing Account (OMCBA)</em>&lt;br&gt;• Retire Preliminary Statement Part FI. The OMCBA was established in compliance with D. 06-11-048 (November 30, 2006) to provide for recovery of PG&amp;E’s operations and maintenance contingency related to the Humboldt Bay and Colusa Generating Stations (Generating Stations) in a one-way balancing account at least until PG&amp;E’s first GRC following in-service dates of the Generating Stations. The costs associated with the Generating Stations have been subsumed in PG&amp;E’s 2011 GRC and currently has no balance and there is no longer a need for this account. PG&amp;E requests to close and eliminate the OMCBA and retire Electric Preliminary Statement Part FI.</td>
</tr>
</tbody>
</table>

¹ D.14-08-032 (August 20, 2014), Section 6.6.2, page 436
## Electric Tariffs

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<tr>
<th>Tariff</th>
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<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric Preliminary Statement Part FV</td>
<td><em>Agricultural Account Aggregation Study Memorandum Account (AAASMA)</em></td>
<td>- Retire Preliminary Statement Part FV. The AAASMA was established in compliance with D.11-12-053 (December 2011) to record and recover the expense costs associated with conducting an agricultural account aggregation study, which was included in PG&amp;E’s 2014 General Rate Case (GRC) Phase 2 proceeding. The December 2014 balance in the AAASMA was transferred to Distribution Revenue Adjustment Mechanism (DRAM) and recovered in 2015 electric rates via the Annual Electric True-up (AET) advice letter (AL) 4484-E-A. Since this account is no longer needed, PG&amp;E requests to close and eliminate the AAASMA and retire Electric Preliminary Statement Part FV.</td>
</tr>
</tbody>
</table>
| Electric Form 79-973                | *Generating Facility Interconnection Agreement For Non-Export Generating Facilities*             | - Replace fill in area for contact information with “[Contact information to be supplied]” within the agreement. Contact information will be pre-populated by PG&E prior to distribution to the Parties.  
- Reformat text to increase readability.  
- Reformat header, footer and signature block area for consistency. |
| Electric Form 79-974                | *Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities*  | - Remove Option 9 in checkbox on Part IV, Section B, Sheet 7. There is no corresponding option 9 in the agreement to choose from in this section of the agreement.  
- Add a missing checkbox on Part IV, Section E, Sheet 11 to include an Option 7 for Multiple Tariff applications. |
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<tr>
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<tbody>
<tr>
<td>Electric Form</td>
<td>Generating Facility Interconnection Agreement (Third Party Non-Exporting)</td>
</tr>
<tr>
<td>79-988</td>
<td>• Replace incorrect PU Code reference in Section 2.7 from Section 218.5 to Section 216.6.</td>
</tr>
<tr>
<td></td>
<td>• Replace incorrect PU Code reference in Appendix C from Section 218.5 to Section 216.6.</td>
</tr>
<tr>
<td></td>
<td>• Replace fill in area for contact information with &quot;[Contact information to be supplied]&quot; within the agreement. Contact information will be pre-populated by PG&amp;E prior to distribution to the Parties.</td>
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<tr>
<td></td>
<td>• Reformat text to increase readability.</td>
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<tr>
<td></td>
<td>• Reformat header, footer and signature block area for consistency.</td>
</tr>
<tr>
<td>Electric Form</td>
<td>Customer Generation Agreement (Third Party Generator on Premises Non-Exporting)</td>
</tr>
<tr>
<td>79-992</td>
<td>• Replace fill in area for contact information with &quot;[Contact information to be supplied]&quot; within the agreement. Contact information will be pre-populated by PG&amp;E prior to distribution to the Parties.</td>
</tr>
<tr>
<td></td>
<td>• Reformat text to increase readability.</td>
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</table>
| Electric Form 79-1069 | *Generating Facility Interconnection Agreement (Multiple Tariff)*  
  - Replace incorrect PU Code reference in Sections 2.8, 3.1, 5.9 and Appendix D from Section 218.5 to Section 216.6.  
  - Insert Biogas Digester (under NEMBIO), Fuel Cell (under NEMFC) and Other Technology into the table in Section 2.10. Currently these three generation types are listed under the table in Section 2.10.  
  - Replace fill in area for contact information with "[Contact information to be supplied]" within the agreement. Contact information will be pre-populated by PG&E prior to distribution to the Parties.  
  - Reformat text to increase readability.  
  - Reformat header, footer and signature block area for consistency. |
| Electric Form 79-1070 | *Export Addendum to Generating Facility Interconnection Agreement For Non-Exempt Generating Facilities (Form 79-973) Sized 2 Megawatts or Less*  
  - Remove the inverter based language in Section 1.2, Page 1. This language change was included in AL 3793-E-A, approved June 15, 2011, but the form was never updated.  
  - Reformat text to increase readability.  
  - Reformat header, footer and signature block area for consistency. |
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<tr>
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</table>
| Electric Form 79-1112 | **Local Government Application for an Arrangement to Take Service on Rate Schedule RES-BCT With Interconnected Eligible Renewable Generation of Not More Than 5 Megawatt**  
   - Add clarifying language edits on Page 1 that do not alter the content.  
   - Update PG&E’s department name, contact phone numbers and email address on Page 3.  
   - Clarify that all participating accounts must be on Time-Of-Use TOU rates (as required in PG&E Schedule RES-BCT) on Page 4.  
   - Word changes to better align with PG&E billing terminology on Sheet 5.  
   - Reformat text to increase readability. |
| Electric Form 79-1136 | **PG&E Interconnection Agreement For An Existing Small Generating Facility Interconnecting to the Distribution System Under Rule 21**  
   - On page 5 of the Agreement, expanded field requesting Interconnection Customer Application Number to include both the PG&E Log I.D. number and the Interconnection Queue number which will assist in better identifying the project to the specific customer.  
   - Replace fill in area for contact information with “[Contact Information to be supplied]” within the agreement. Contact information will be pre-populated by PG&E prior to distribution to the Parties.  
   - Remove PG&E facsimile number. Electronic submittal of the form has become the preferred means to submit the form to PG&E and faxing of the form has become outdated,  
   - Add definition for Contact Information under Glossary of Terms, Attachment 1.  
   - Separate “Milestone/Date” column into individual columns in table on Attachment 4, Milestones  
   - Reformat text to increase readability.  
   - Reformat header, footer and signature block area for consistency. |
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<tbody>
<tr>
<td>Electric Form</td>
<td>Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities Interconnecting Under the Fast Track Process</td>
</tr>
<tr>
<td>79-1144</td>
<td>• Add Title Page similar to what is found in the approved Form 79-1161, “Rule 21- Generator Interconnection Agreement (GIA) for Exporting Generating Facilities Interconnecting Under the Independent Study, Distribution Study, or Transmission Cluster Process”. PG&amp;E finds this format convenient for researching signed interconnection agreements thereby increasing administration ease and efficiency.</td>
</tr>
<tr>
<td></td>
<td>• Add definition for Contact Information under Glossary of Terms, Attachment 1.</td>
</tr>
<tr>
<td></td>
<td>• Replace fill in area for contact information with “[Contact Information to be supplied]” within the agreement. Contact information will be pre-populated by PG&amp;E prior to distribution to the Parties.</td>
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<td>• Reformat text to increase readability.</td>
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<tr>
<td></td>
<td>• Reformat header, footer and signature block area for consistency.</td>
</tr>
<tr>
<td>Electric Form</td>
<td>Rule 21- Generator Interconnection Agreement (GIA) for Exporting Generating Facilities Interconnecting Under the Independent Study, Distribution Study, or Transmission Cluster Process</td>
</tr>
<tr>
<td>79-1161</td>
<td>• On page 1 of the Agreement, adding PG&amp;E Log I.D. number and the Interconnection Queue number below the project name to assist in better identifying the project to the specific customer.</td>
</tr>
<tr>
<td></td>
<td>• Reformat text to increase readability.</td>
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<tr>
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<tbody>
<tr>
<td>Electric Form 79-1163</td>
<td>Rule 21 Pre-Application Report Request</td>
</tr>
<tr>
<td></td>
<td>• On Page 4, Section 4, modify the mailbox reference from <a href="mailto:GEN@pge.com">GEN@pge.com</a> to <a href="mailto:Rule21Gen@pge.com">Rule21Gen@pge.com</a> and replaced the “Attn.” from Manager, Generation Interconnection Service to a more generic name of Electric Generation Interconnection.</td>
</tr>
<tr>
<td></td>
<td>• Reformat text to increase readability.</td>
</tr>
<tr>
<td></td>
<td>• Reformat header, footer and signature block area for consistency.</td>
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## Gas Tariffs

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<tbody>
<tr>
<td>Gas Form 61-0522</td>
<td>California Alternate Rates for Energy (CARE) Program Application for Farm Workers Residential Single Family</td>
</tr>
<tr>
<td></td>
<td>• Form 61-0522 was lasted used in 2006 and has been superseded with Gas Form 01-9077 “CARE/FERA Program Application for Residential Customers”. PG&amp;E is requesting to remove Form 61-0522 from our tariff book since the form is no longer useful.</td>
</tr>
<tr>
<td>Gas Form 79-753</td>
<td>Compressed Natural Gas Fueling Agreement</td>
</tr>
<tr>
<td></td>
<td>• Add additional fields for contact information for both customer and inspectors to Attachment B of Gas Form 79-753. The added information will greatly improve communication between the customer, inspector, and PG&amp;E.</td>
</tr>
<tr>
<td></td>
<td>• Increase print size of Attachment B to assist in readability.</td>
</tr>
<tr>
<td>Cal P.U.C. Sheet No.</td>
<td>Title of Sheet</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------------------------------------------------</td>
</tr>
<tr>
<td>32174-G</td>
<td>Gas Sample Form No. 79-753 Compressed Natural Gas Fueling Agreement</td>
</tr>
<tr>
<td>32175-G</td>
<td>GAS TABLE OF CONTENTS Sheet 1</td>
</tr>
<tr>
<td>32176-G</td>
<td>GAS TABLE OF CONTENTS Sheet 9</td>
</tr>
<tr>
<td>32177-G</td>
<td>GAS TABLE OF CONTENTS Sheet 10</td>
</tr>
</tbody>
</table>
Gas Sample Form No. 79-753
Compressed Natural Gas Fueling Agreement

Please Refer to Attached Sample Form
COMPRESSED NATURAL GAS FUELING AGREEMENT

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and (Customer), a(n) ________________, is for compressed natural gas (CNG) for fueling of motor vehicles.

2. Customer agrees to purchase and PG&E agrees to provide CNG pursuant to the terms of this Agreement and to experimental rate Schedule G-NGV2, or its successor.

3. Customer agrees to provide a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG. The Customer agrees to notify PG&E if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG.

4. This Agreement includes Exhibit A (Certificate of Instruction for Fueling Natural Gas Vehicles) and Exhibit B (Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System). All Exhibits are incorporated into and made a part of this Agreement. Exhibits may be amended from time-to-time in accordance with this Agreement. All applicable PG&E gas rules in effect at the time of execution and any amendments thereto during the term of this Agreement are incorporated in this Agreement by reference.

5. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariffs.

FUELING LOCATION

6. PG&E will provide locations for fueling of Customer's vehicles. All fueling will be provided at designated PG&E fueling stations where excess capacity is available. Customer agrees to obey posted speed limits and to operate their vehicles in a safe manner at refueling locations.

7. Customer access time shall be mutually arranged.

8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle which will be used to initiate fueling. Customer will be held responsible for the safe keeping of the card key and may be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the Customer to notify PG&E immediately if said key card is lost or stolen.

9. Training certification will be required for each new account individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Instruction for Fueling Natural Gas Vehicles (Exhibit A) or for completing a comparable fueling-instruction session verified and approved by PG&E.
10. CNG Vehicle Fuel Tank Inspections - Customer must provide evidence of the cylinder and fuel system inspection for each of Customer's vehicles to PG&E. Proof of inspection shall consist of the fully completed inspection form set forth in Exhibit B, accompanied by the automobile repair/inspection business work order showing the business letterhead, date, inspector name and qualifications, and the results of the performance of the inspection. PG&E reserves the right to suspend Customer's access to PG&E's fueling services if Customer has failed to provide the documentation specified in this paragraph establishing that each vehicle has passed inspection within the preceding three (3) years or 36,000 miles, or until such time as PG&E is provided the required documentation showing that a qualified inspector has inspected and found the system to be fit for service.

BILLING

11. PG&E will bill customer at the applicable rate(s) set forth above for the total compressed natural gas service during the billing period. PG&E will send the Customer's monthly billing to the following address:

________________________________________
________________________________________
________________________________________
________________________________________

TERM AND TERMINATION

12. This Agreement shall become effective commencing the date the card key has been activated by PG&E. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

13. PG&E reserves the right to immediately deactivate an assigned card key and terminate this Agreement as a result of a Customer's unsafe fueling and/or driving practices at a PG&E designated fueling station, or delinquent payment of bills for services rendered.

COMMUNICATIONS

14. Any communications concerning fueling card-key requests shall be in writing or in electronic form via an email or an internet message. Written communications can be delivered either by hand or by certified delivery to the appropriate address, as follows:

To the Customer:  __________________________________________
                         __________________________________________
                         __________________________________________
                         _________________________________

Email Address:  __________________________________________
To PG&E:  
PG&E NGV Customer Service
202 Cousteau Place, Suite 150
Davis Ca, 95616

Email Address: ngvinfo@pge.com

15. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

LIABILITY

16. Customer accepts all risks related to the operation and fueling of Customer's motor vehicles at PG&E's CNG fueling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and fueling with CNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the fueling of Customer motor vehicles with CNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E.

RIGHTS TO DATA

17. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer's CNG vehicle operations.

ASSIGNMENT

18. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

EXCLUSIVE NATURE AND INTERPRETATIONS

19. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.

20. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement and the obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).
REGULATORY

21. This Agreement shall at all times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications which may affect Customer's obligations under this Agreement.

(PACIFIC GAS AND ELECTRIC COMPANY)

__________________________________________
(Customer)

__________________________________________
(Signature)

__________________________________________
(Type/Print Name)

__________________________________________
(Title)

__________________________________________
(Federal Tax ID/CA Drivers License No.)

__________________________________________
(Date)

__________________________________________
(Date)

Incorporated Attachments:

   Exhibit A - Certificate of Instruction Form for Natural Gas Fueling
   Exhibit B - Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System

Illustrative Attachments: Rate Schedule G-NGV2
INSTRUCTIONS: One form is to be completed for each new account individual who may fuel a natural gas vehicle at a PG&E CNG station. Each individual shall receive training and shall demonstrate three (3) full fueling cycles, to qualify them as a station operator and will sign and date a form at the completion of the training. Customer shall be required to sign one form.

HOW TO SAFELY OPERATE A PG&E CNG STATION FOR CNG VEHICLE FUELING

The following procedures shall be followed:

1. No smoking or open flame shall be allowed within 25 feet of the fueling area.
2. CNG cylinders must comply with DOT FMVSS 304 and/or ANSI/AGA requirements. Vehicles must comply with NFPA 52. A current CNG fuel system inspection record must be on file with PG&E (required every 3 years or 36,000 miles).
3. Vehicle must be shut off, and the emergency brake must be set during entire fueling process.
4. Evaluate station safety signage, read all instructions and look for signs of damage or vandalism.
5. Remove fueling nozzle from dispenser. Verify the valve is in the “VENT (OFF)” position.
6. Inspect fueling hose, break-away device and nozzle for damage prior to making connection to vehicle.
7. Make connection to vehicle and ensure nozzle is secured to vehicle receptacle.
8. Turn nozzle handle to the “FILL (ON)” position.
9. Enable dispenser by inserting fueling card into card reader and follow instructions on display.
10. Begin fueling vehicle by lifting on/off handle at front of dispenser to the ON position.
11. Do not re-enter vehicle during fueling, this creates static electricity and leads to hose drive off’s.
12. When fueling has automatically ended or to end at any time, lower on/off handle to the OFF position.
13. Turn the nozzle handle to “VENT (OFF)” position and disconnect the nozzle from vehicle and return to its stored location on the dispenser.
14. User will report safety hazards or equipment and property damage to PG&E as soon as possible via the on-site emergency telephone.
15. In the event of an emergency, and if safe to do so, user will push an Emergency Shut Down (ESD) device button to disable station operation and immediately call 911 or report the incident via the on-site emergency telephone.
CNG FUELING AGREEMENT

Exhibit A
Certificate of Instruction for
Fueling Natural Gas Vehicles

I hereby certify that I have been trained to properly fuel natural gas vehicles as outlined above.

DATE OF INSTRUCTION   OPERATOR'S SIGNATURE   PG&E EMPLOYEE'S SIGNATURE
(or designated instructor)

I hereby further certify that I will not permit any non-certified person to use my key card for fueling natural gas vehicles.

CUSTOMER   CUSTOMER'S/OPERATOR'S SIGNATURE   DATE

(Please print name)

August 2014
INSTRUCTIONS: Both sides of this Certificate of Inspection are to be completed and signed by the automotive repair/inspection service, and signed by the PG&E CNG customer. Inspector: If you can’t resolve an issue, leave the answer blank and explain in the comments. Any answer of “No” or “N” should be explained in the comments section. Mail this completed Certificate of Inspection, or a photocopy, to PG&E—Natural Gas Vehicle (NGV) Customer Services, 202 Cousteau Place, Suite 150, Davis, CA 95618. Please include the automotive repair/inspection work order showing the inspection business letterhead, date, inspector name, qualifications summary and results of the inspection.

**Customer Name**  | **Vehicle State of License and Number**  | **Odometer Reading**
--- | --- | ---

**Vehicle Make**  | **Model**  | **VIN**  | **Model Year**
--- | --- | --- | ---

**Cylinder #1 Manufacturer**  | **Part#(s)**  | **Serial #(s)**  | **Pressure Rating**
--- | --- | --- | ---

**Cylinder #2 Manufacturer**  | **Part#(s)**  | **Serial #(s)**  | **Pressure Rating**
--- | --- | --- | ---

**Cylinder #3 Manufacturer**  | **Part#(s)**  | **Serial #(s)**  | **Pressure Rating**
--- | --- | --- | ---

**Cylinder #4 Manufacturer**  | **Part#(s)**  | **Serial #(s)**  | **Pressure Rating**
--- | --- | --- | ---

**Reason for inspection** (check one)
- 3 years
- 36,000 miles
- Vehicle in an accident
- Other: _______________

**Inspection Content**

<table>
<thead>
<tr>
<th><strong>Cylinder #</strong></th>
<th><strong>Inspection Results</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Record the cylinder expiration dates (month/year) shown on the cylinder label(s). Expired cylinders must be removed from service following manufacturer guidelines or instructions.</td>
<td>Yes No</td>
</tr>
<tr>
<td><strong>2.</strong> The owner indicates no events or incidents have occurred that damaged or over pressurized the cylinder(s) and no modifications have been made to the system. Record details in comments section.</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>3.</strong> Cylinder labels are present and specifically state compliance with ANSI NGV-2.</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>4.</strong> Cylinder service pressure markings match vehicle service pressure markings (3000 or 3600 PSIG).</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>5.</strong> Each cylinder has a PRD in good condition with no visible extrusion of fusible metal.</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>6.</strong> Any cuts or abrasion damage are within tolerance. Please cite the reference used that contains tolerance in the comments section (i.e. CGA C-6.4). Circle level of worst damage below (I, II or III).</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>7.</strong> Cylinder is free of surface discoloration, cracked resin, chipping, loose fibers, bubbles or bulges and no evidence of exposure to fire or extreme temperatures or involvement in an accident over 5MPH.</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>8.</strong> Area under the mounting brackets has been examined and is in good condition.</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>9.</strong> Cylinder is securely mounted to vehicle and protected from sun exposure, road hazards, excessive heat, vehicle use (including cargo leakage), shifting loads, abrasion, external impacts, etc.</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>10.</strong> Cylinder mounting bracket is rubber-padded and free of dirt and damage and is not causing cylinder damage. Mounting brackets are in good condition and not corroded, bent or deformed. Cylinder is firmly restrained by the brackets and does not move independent of brackets or vehicle.</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>11.</strong> Minimum 1/2” clearance around cylinder and 3/8” from shields.</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>12.</strong> If the cylinder is housed in the passenger compartment or trunk, the valve end with PRD is properly sealed and vented to the outside of the vehicle.</td>
<td>Y N Y N Y N</td>
</tr>
<tr>
<td><strong>13.</strong> Engine compartment and fuel receptacle areas are labeled with CNG system service pressure and tank expiration dates.</td>
<td>Y N Y N Y N</td>
</tr>
</tbody>
</table>

**Check one**

- **Level I:** No damage or acceptable damage. Repair is not required. Return cylinder to service.
- **Level II:** Damage requires repair, more thorough evaluation, testing, or destruction. Refer to manufacturer’s info.
- **Level III:** Damage sufficiently severe such that cylinder should be condemned (not repaired).
### Inspection Content

<table>
<thead>
<tr>
<th>Cylinder #</th>
<th>Inspection Results</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>14.</td>
<td>Y</td>
</tr>
<tr>
<td>15.</td>
<td>Y</td>
</tr>
<tr>
<td>16.</td>
<td>Y</td>
</tr>
<tr>
<td>17.</td>
<td>Y</td>
</tr>
<tr>
<td>18.</td>
<td>Y</td>
</tr>
<tr>
<td>19.</td>
<td>Y</td>
</tr>
<tr>
<td>20.</td>
<td>Y</td>
</tr>
<tr>
<td>21.</td>
<td>Y</td>
</tr>
<tr>
<td>22.</td>
<td>Y</td>
</tr>
</tbody>
</table>

### Inspector Comments

Summary of examination, any “no” answers, and description of damage and/or adverse findings. Explain repairs or replacement of components if any, and explain any questions left blank. If the tank inspection has been performed within the last three years and is not part of this inspection, please record the tank inspection date and any relevant remarks here.

### Recommended Repairs

(Please note if a separate page is used for additional comments.)

---

PG&E Account Number

Customer Email Address

Inspector’s Signature

Inspector’s qualifications, certification number or other pertinent information

Inspector’s Contact Information (email or phone)

Date of Inspection

---

PG&E Fuel Card Number

Customer Contact Phone Number

Inspector’s Printed Name

I certify that this inspection form applies to an inspection conducted on the vehicle I have registered with PG&E’s NGV fueling service.

---

PG&E Fueling Customer’s Signature

Date
Instructions for inspectors

PG&E, out of concern for the safety of its customers, the public and PG&E employees, is implementing a CNG vehicle fueling system inspection requirement for its customers. The purpose of this Certificate of Inspection form is to capture all the items PG&E wants to have inspected, and to best confirm the safety of the vehicle CNG fuel system. Many of the elements of these inspections are consistent with inspection requirements from applicable codes. A few additional requirements help ensure the total system is safe. PG&E has no input on the kinds of vehicles you may choose to inspect, other than PG&E hopes that inspection services will be available to all PG&E CNG fueling service customers.

1. If you, the inspector, are not sure of your qualifications, please contact PG&E. Inspector qualifications [to be added by the inspector to the form], consist of at least one of the following.
   • Two years experience conducting CNG cylinder inspections.
   • Supervision by a person with two years experience conducting CNG cylinder inspections.
   • Approval by the manufacturer of the CNG cylinder being inspected.
   • Certification as an inspector by one of the organizations with specific Fuel Gas Vehicle (FGV) training centers with the Fuel Gas (FG) cylinder standards recommended inspection guidelines.
   • Certification as an inspector by a state or nationally recognized organization that tests for specific knowledge of applicable FG cylinder standards recommended guidelines.
   • Certification as an inspector by the authority having jurisdiction (AHJ).

2. Cylinder shall be inspected in accordance with the cylinder manufacturer’s recommendations and the inspection procedures provided in the Compressed Gas Association (CGA) pamphlet C-6.4.

3. If in the judgment of the inspector, the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&E at the U.S. mailing address on the front side of this form or email a copy to ngvinfo@pge.com.

4. Each vehicle must have its own form.

5. Questions on the form that the inspector cannot respond to should be left blank, and the concerns or issues should be noted in the inspector comments section on side two. Use a separate page if more space is needed for comments.

6. Call PG&E at the number at the bottom of the page if you have issues or questions you want to discuss with program or technical experts. We will make every attempt to call you back promptly, sometimes within the hour.

7. Call PG&E at the number at the bottom of the page to request a loan of these tools at no charge, if needed. • PG&E will loan a P36 fueling nozzle to inspection service companies that the inspector can use to check the pressure rating of the vehicle fuel receptacle.
   • PG&E will loan a plug or ring gauge to inspection service companies for use in inspecting the condition of the fueling receptacle.

8. Call PG&E for a supply of tank inspection stickers.

9. If the customer is within the three year/36,000 mile inspection window, such that the tank need not be inspected, PG&E hopes the inspection service can give the customer the option of paying a reduced fee for inspecting the rest of the fuel system and the receptacle, omitting an inspection of the tank. The inspector should enter the inspection date found on the sticker on the tank onto the PG&E inspection form. The inspection form is designed in two sections to accommodate this. In this case, the customer should be advised to provide the evidence of inspection already in hand that demonstrates the safety of the tank, to PG&E. PG&E’s concern is that typical tank inspections do not address inspection form questions 18, 19 and 21.
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<td>Rules</td>
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<td>CARE Program Application for OMS/Non-Profit Migrant Farm Worker Housing Centers</td>
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<td>03-006</td>
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**Sample Forms: Rules 19.1, 19.2, and 19.3**

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- 79-1134 Request for Manual Modification Process for PG&E Injection (per Gas Rule 21, B.3.i) 30041-G
- 79-1135 Request for Manual Modification Process for PG&E Injection (per Gas Rule 21, B.3.i) 30042-G

**Sample Forms: Rule 21**

- 79-1166 Non-Disclosure Agreement 32046-G
- 79-1167 Local Governments Terms of Service Acceptance Agreement 31393-G

**Sample Forms: Rule 27.1**

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<td>CARE/FERA Program Application for Residential Single Family (Pre-Printed Application Instruction)</td>
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<td>CARE/FERA Program Application for Residential Single Family Customers (Spanish) – Large Print Application</td>
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<td>CARE/FERA Program Application for Tenants of Sub-Metered Residential Facilities (English) – Large Print Application</td>
<td>30469-G</td>
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<tr>
<td>79-1056</td>
<td>CARE/FERA Program Application for Tenants of Sub-Metered Residential Facilities (Spanish) – Large Print Application</td>
<td>30470-G</td>
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<td>79-1057</td>
<td>CARE/FERA Program Application for Tenants of Sub-Metered Residential Facilities (Chinese) – Large Print Application</td>
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<td>79-1058</td>
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<td>Agreement for Transportation of Natural Gas for Compression as a Motor-Vehicle Fuel</td>
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<td>Title of Sheet</td>
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<td>--------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------</td>
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<td>34368-E</td>
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<tr>
<td>35460-E</td>
<td>ELECTRIC RULE NO. 21 GENERATING FACILITY INTERCONNECTIONS Sheet 19</td>
<td>34835-E</td>
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<tr>
<td>35461-E</td>
<td>ELECTRIC RULE NO. 21 GENERATING FACILITY INTERCONNECTIONS Sheet 118</td>
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<tr>
<td>35462-E</td>
<td>Electric Sample Form No. 79-973 Generating Facility Interconnection Agreement For Non-Export Generating Facilities</td>
<td>32037-E*</td>
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<tr>
<td>35463-E</td>
<td>ELECTRIC SAMPLE FORM NO. 79-974 INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES</td>
<td>34804-E</td>
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<tr>
<td>35464-E</td>
<td>Electric Sample Form No. 79-988 Generating Facility Interconnection Agreement (Third Party Non-Exporting)</td>
<td>32040-E*</td>
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<td>35465-E</td>
<td>Electric Sample Form No. 79-992 Customer Generation Agreement (Third Party Generator on Premises Non-Exporting)</td>
<td>32041-E*</td>
</tr>
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<td>35466-E</td>
<td>Electric Sample Form No. 79-1069 Generating Facility Interconnection Agreement (Multiple Tariff)</td>
<td>33927-E</td>
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5. ACCOUNTING PROCEDURES (Cont'd)

A) Utility Generation Sub-account

PG&E shall make entries at the end of each month as applicable, as follows:

1. A credit entry equal to the DOE utility generation litigation proceeds.
2. A debit entry equal to the DOE utility generation litigation costs.
3. A debit or credit entry to transfer the balance to or from any other accounts as approved by the Commission, and
4. An entry equal to interest on the average balance in the account at the beginning of the month and the balance after the above entries, at a rate equal to one-twelfth the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release H.15 or its successor.

B) Nuclear Decommissioning Sub-account

PG&E shall make entries at the end of each month as applicable, as follows:

1. A credit entry equal to the DOE nuclear decommissioning litigation proceeds.
2. A debit entry equal to the DOE nuclear decommissioning litigation costs.
3. A debit or credit entry to transfer the balance to or from any other accounts as approved by the Commission, and
4. An entry equal to interest on the average balance in the account at the beginning of the month and the balance after the above entries, at a rate equal to one-twelfth the interest rate on three-month Commercial Paper for the previous month, as reported in the Federal Reserve Statistical Release H.15 or its successor.
C. DEFINITIONS (Cont’d.)

**Distribution Study Group:** A group comprised of Interconnection Requests that fail Screen R that will be studied pursuant to Section F.3.c because the Screen R results demonstrate they are electrically interdependent.

**Distribution System:** All electrical wires, equipment, and other facilities owned or provided by Distribution Provider, other than Interconnection Facilities or the Transmission System, by which Distribution Provider provides Distribution Service to its Customers.

**Distribution Upgrades:** The additions, modifications, and upgrades to Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Distribution Service. Distribution Upgrades do not include Interconnection Facilities.
F. REVIEW PROCESS FOR INTERCONNECTION REQUESTS (Cont'd.)

5. COMMISSIONING TESTING AND PARALLEL OPERATION

a. Commissioning Testing

Producer Arranges for and Completes Commissioning Testing of Generating Facility and Producer’s Interconnection Facilities:
Producer is responsible for testing new Generating Facilities and associated Interconnection Facilities according to Section L.5 to ensure compliance with the safety and reliability provisions of this Rule prior to being operated in parallel with Distribution Provider’s Distribution or Transmission System. For non-Certified Equipment, Producer shall develop a written testing plan to be submitted to Distribution Provider for its review and acceptance. Alternatively, Producer and Distribution Provider may agree to have Distribution Provider conduct the required testing at Producer’s expense. Where applicable, the test plan shall include the installation test procedures published by the manufacturer of the Generating Facility or Interconnection Facilities. Facility testing shall be conducted at a mutually agreeable time, and depending on who conducts the test, Distribution Provider or Producer shall be given the opportunity to witness the tests.

b. Parallel Operation or Momentary Parallel Operation

Producer shall not commence Parallel Operation of its Generating Facility with Distribution Provider’s system unless it has received Distribution Provider’s express written permission to do so. Distribution Provider shall authorize Producer’s Generating Facility for Parallel Operation or Momentary Parallel Operation with Distribution Provider’s Distribution or Transmission System, in writing, within five (5) Business Days of satisfactory compliance with the terms of all applicable agreements. Compliance may include, but not be limited to, provision of any required documentation and satisfactorily completing any required inspections or tests as described herein or in the agreements formed between Producer and Distribution Provider.
Electric Sample Form No. 79-973
Generating Facility Interconnection Agreement
For Non-Export Generating Facilities

Please Refer to Attached
Sample Form
This Generating Facility Interconnection Agreement for Non-Export Generating Facilities (Agreement) is entered into by and between ____________________________, a _________________________ (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 Non-Export 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 Producer’s Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer’s Generating Facility through Producer’s circuits).

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 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 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.

2.7. The expected annual energy production of the Generating Facility is ______ kWh.

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 Generating Facility ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 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.

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- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).

Appendix C- A Copy of PG&E’s Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).

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.

(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.

(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.

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 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) 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 sole 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.

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, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. The electric power 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 attempt in good faith to regulate the electric power output of Producer’s Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E’s electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer’s Generating Facility.

5.2. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 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. 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 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer’s Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its 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 Section 216.6 of the PUC. If PG&E determines in its sole 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 Status Change).

5.2.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 9.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E’s Notice shall include an invoice 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 PUC.

5.2.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.2, shall be paid to PG&E within 30 days of Producer’s receipt of such invoice.

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.
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:

- (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 is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer’s written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
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.

(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 person specified below:

   If to PG&E:  [Contact information to be supplied]

   If to Producer:  [Contact information to be supplied]

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.

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

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.

BY:

________________________________________________________________________
(Producer's Company Name)

________________________________________________________________________
(Signature)

________________________________________________________________________
(Print Name)

________________________________________________________________________
(Title)

________________________________________________________________________
(Date)

________________________________________________________________________
(PACIFIC GAS AND ELECTRIC COMPANY)

________________________________________________________________________
(Signature)

________________________________________________________________________
(Print Name)

________________________________________________________________________
(Title)

________________________________________________________________________
(Date)
APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)
APPENDIX B
RULES “2” AND “21”
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)

(Note: PG&E’s tariffs are included for reference only and shall at all times 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.)
APPENDIX C
(If Applicable)
RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)
ELECTRIC SAMPLE FORM NO. 79-974
INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES

Please Refer to Attached
Sample Form
Part I – Introduction and Overview

A. Applicability: This Generating Facility Interconnection Application (Application) is used to request the interconnection of (1) Non-Export Generating Facilities; (2) Net Energy Metered Generating Facilities when paired with energy storage; or (3) when not paired with energy storage, certain Net Energy Metered Generating Facilities other than PV or Wind 30 KW or less, to Pacific Gas and Electric Company’s (PG&E) Distribution System (over which the California Public Utilities Commission (CPUC) has jurisdiction). Simpler, shorter forms are available from PG&E for Net Energy Metering Customers with Solar and/or Wind Electric Generating Facilities less than 30 kW that are not paired with Energy Storage (Forms 79-1151A and B). These forms are available on PG&E’s website at http://www.pge.com/gen. Refer to PG&E’s Rule 21 to determine the specific requirements for interconnecting a Generating Facility. Capitalized terms used in this Application, and not otherwise defined herein, shall have the same meanings as defined in PG&E’s Rule 21 and Rule 1.

Except as noted in the next paragraph, this Application may be used for any Generating Facility to be operated by, or for, a Customer and/or Producer to supplement or serve part or all of its electric energy requirements that would otherwise be provided by PG&E, including distributed generation, cogeneration, emergency, backup, standby generation, and certain Net Energy Metered Generating Facilities. While Customers operating Generating Facilities isolated from PG&E’s Distribution System are not obligated to enter into an Interconnection Agreement with PG&E, parts of this Application will still need to be completed to satisfy PG&E’s notice requirements for operating an isolated Generating Facility as specified in the California Health and Safety Code Section 119085 (b).

This Application may not be used to apply for interconnecting Generating Facilities used to participate in transactions where all, or a portion of, the electrical output of the Generating Facility is scheduled with the California Independent System Operator. Such transactions may be subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) and require a different application available from PG&E.

This Application is not applicable for incentives and/or rebates offered by the Energy Resources Conservation and Development Commission (CEC) or the CPUC. Please contact those agencies directly or on their respective websites (www.energy.state.ca.us and www.cpuc.ca.gov).

Guidelines and Steps for Interconnection: This Application must be completed and sent to PG&E along with the additional information indicated in Part 1, Section C below as well as, if applicable, a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E’s interconnection review of the proposed Generating Facility. When applicable per Rule 21, unless exempted by CPUC Decision, a non-refundable $800 Interconnection Request fee shall be invoiced and must be paid by Applicant. Pursuant to PG&E’s Rule 21, there may be additional study and other costs; see PG&E’s Rule 21, Sections E.2.c and E.3., for more information regarding interconnection of a generator to PG&E’s Distribution System.

This document is only an Application. Upon acceptance of the Generating Facilities, PG&E will prepare an Interconnection Agreement for execution by the Producer, the party that will be responsible for the Generating Facility. PG&E may also require an inspection and testing of the Generating Facility and installation of any related Interconnection Facilities prior to giving the Producer written authorization to operate in parallel. Unauthorized Parallel Operation may be dangerous and may result in injury to persons and/or may cause damage to equipment and/or property for which a Producer/Customer may be liable!

Please note, other approvals may need to be acquired, and/or other agreements may need to be formed with PG&E or regulatory agencies, such as the Air Quality Management Districts and local governmental building and planning commissions, prior to operating a Generating Facility. PG&E’s authorization to operate in parallel does not satisfy the need for an Applicant to acquire such other approvals.
B. Required Documents: Each of the following documents are required to be submitted before this application will be processed. Drawings must conform to accepted engineering standards and must be legible. Electronic documents are preferred.

1. A Single-line drawing showing the electrical relationship and descriptions of the significant electrical components such as the primary switchgear, secondary switchboard, protective relays, transformers, generators, circuit breakers, with operating voltages, capacities, and protective functions of the Generating Facility, the Customer’s loads, and the interconnection with PG&E’s Distribution System. Please show the location of all required net generation electric output meter(s) and the A.C. manual operated disconnect switch on the single line drawing, when required.

2. Site plans and diagrams showing the physical relationship of the significant electrical components of the Generating Facility such as generators, transformers, primary switchgear/secondary switchboard, and control panels, the Customer’s loads and the interconnection with PG&E’s Distribution System. Please show the location of all required net generation electric output meter(s) and the A.C. manual operated disconnect switch on the site plans, when required.

3. If transformers are used to interconnect the Generating Facility with PG&E’s Distribution System, please provide transformer nameplate information (voltages, capacity, winding arrangements, connections, impedance, et cetera).

4. If a transfer switch or scheme is used to interconnect the Generating Facility with PG&E Distribution System, please provide component descriptions, capacity ratings, and a technical description of how the transfer scheme is intended to operate.

5. If protective relays are used to control the interconnection, provide protection diagrams or elementary drawings showing relay wiring and connections, proposed relay settings, and a description of how the protection scheme is intended to function.

6. If the proposed Generating Facility is for a Net Energy Metered facility, a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities is required.

7. A non-refundable $800 Interconnection Request fee shall be invoiced and required, when applicable per Rule 21 unless exempted by CPUC Decision.

C. Application Instructions: Complete this application and enter this information into PG&E’s web-based form. (PG&E strongly recommends preparing all information and materials before starting the online application.) The online web-based form can be found at:

http://www.pge.com/mybusiness/customerservice/nonpgeutility/generateownpower/distributedgeneration/generationrule21/

Questions concerning PG&E’s Online Application process can be directed to the Electric Generation Interconnection Department at rule21gen@pge.com.

Part II Selecting the Study Process

Please check one:

- Fast Track Process.
- Detailed Study (not typical)

1 For selection of Study Process for Exporting Generating Facilities, please complete the Rule 21 Exporting Generating Facility Interconnection Request Form 79-1145.
• Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III– Identifying the Generating Facility Location and Responsible Parties

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Date Received:</th>
<th>Generating Facility ID:</th>
<th>Application Expiration Date (Refer to Part III, Section E)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>(For PG&amp;E Use Only)</td>
</tr>
</tbody>
</table>

A. Customer Electric Account Information (What electric service will the Generating Facility be interconnected for parallel operation with PG&E? For aggregated electric accounts (under NEMBIO, dairy operations only) provide the primary and all associated accounts/meter information).

Name shown on PG&E service account | Electric Service Agreement ID number | Electric Badge (Meter) Number

NOTE: Customer Electric account must match the customer's utility bill account information.

<table>
<thead>
<tr>
<th>Meter Location Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

Please check all that apply:

- [ ] A New Generating Facility interconnection (at an existing service).
- [ ] Physical Changes to an interconnected Generating Facility with previous approval by PG&E (adding PV panels, adding energy storage as an addition or enhancement, changing inverters/turbines or changing load and/or operations).
- [ ] A New 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.
- [ ] An Interconnection under Direct Access (DA).
  - Customers applying for interconnection who are served under Direct Access by an Electric Service Provider (ESP) must contact their ESP directly for information regarding the options available under their Direct Access contract.
- [ ] An Interconnection under Community Choice Aggregation Service (CCA Service).
  - Customers applying for interconnection who are served under Community Choice Aggregation Service (CCA Service) by a Community Choice Aggregator (CCA) must contact their CCA directly for information regarding the options available under their CCA Service Program.
- [ ] An interconnected non-exporting Generating Facility (load always exceeds generation).
A. Customer Electric Account Contact Information

(Who is the customer contact for progress updates and/or additional information?)

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
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<th>E-mail</th>
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</thead>
<tbody>
<tr>
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<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
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<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

B. Project Contact Information (Who is the project manager for this Generating Facility?)

<table>
<thead>
<tr>
<th>Project Contact Person (Optional)</th>
<th>Company Name</th>
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</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
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<th>Fax</th>
<th>E-mail</th>
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</tbody>
</table>

B.1. Will the Generating Facility be owned by a (third) party other than the name appearing on the PG&E service account in A. above (please check)?  _____ Yes  _____ No

C.1. Customer-Generating Facility Interconnection Agreement (GFIA) or Customer Generation Agreement (CGA) (for 3rd Party Generator on Premises) Information (Please identify the party that will execute the applicable agreement). CGA is not applicable to Net Energy Metering (NEM) Applicants because PG&E and the Customer, not the 3rd Party if any, must enter into the Net Energy Metering Interconnection Agreement.

<table>
<thead>
<tr>
<th>Company Name to be entered on GFIA/CGA</th>
<th>Legal Title of Host Facility to be entered on GFIA/CGA</th>
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</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Person Executing the GFIA/CGA</th>
<th>Title of Person Executing the GFIA/CGA</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Phone</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C.2. **3rd Party Owner – GFIA Information** (Please identify the Party, if known, that will execute the GFIA). This Section is not applicable to Net Energy Metering (NEM) Applicants because PG&E and the Customer, not the 3rd Party if any, must enter into the Net Energy Metering Interconnection Agreement.

<table>
<thead>
<tr>
<th>Company Name to be entered on GFIA/CGA</th>
<th>Legal Title of Company to be entered on GFIA/CGA</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Person Executing the GFIA</th>
<th>Title of Person Executing GFIA</th>
</tr>
</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Phone</th>
<th>E-Mail</th>
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</table>

D. **Operating Date** (What date is this Generating Facility expected to begin operation?)

E. **Expiration Date*** (The date the status of this Application is changed to “withdrawn” by PG&E?)

- The information submitted in this Application will remain active and valid consistent with the timelines specified in Rule 21.f.
### Part IV - Describing the Generating Facility and Host Customer's Electrical Facilities

#### A. (MP&I)

<table>
<thead>
<tr>
<th>Indicate the operating mode of the Generating Facility</th>
<th>operating mode options:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>__1  __2  __3  __4</td>
</tr>
<tr>
<td></td>
<td>(Choose one)</td>
</tr>
</tbody>
</table>

**Instructions and Notes**

Choose from the following operating mode options:

1. **Parallel Operation**: The Generating Facility will interconnect and operate “in parallel” with PG&E’s Distribution System for more than one (1) second.

2. **Inadvertent Export**: The Generating Facility will interconnect and operate, providing unscheduled and uncompensated export of real power for a duration exceeding two (2) seconds but fewer than sixty (60) seconds. The expected frequency of “inadvertent export” occurrences should be less than two occurrences per 24-hour period. Protective Functions, technical requirements and operational limitations are described in Rule 21, Section M.

3. **Momentary Parallel Operation (MP)**: The Generating Facility will interconnect and operate on a “momentary parallel” basis with PG&E’s Distribution System for a duration of one (1) second or less through transfer switches or operating schemes specifically designed and engineered for such operation.

4. **Isolated Operation (I)**: The Generating Facility will be “isolated” and prevented from becoming interconnected with PG&E’s Distribution System through a transfer switch or operating scheme specifically designed and engineered for such operation.

If the answer is operating mode option 1, “parallel operation,” please supply all of the information requested for the Generating Facility. Be sure to supply adequate information including diagrams and written descriptions regarding the protective relays that will be used to detect faults or abnormal operating conditions on PG&E’s Distribution System.

If the answer is operating mode option 2 or 3, “momentary parallel operation” or “inadvertent export,” only questions A, E and F of this Part IV and questions A, B, E, F, I, L, M, N, and S of Part V need be answered. Be sure, however, to supply adequate information including diagrams and written descriptions regarding the switching device or scheme that will be used to limit the parallel operation period to one second or less. Please also describe the back up or protective device and controls that will trip the Generating Facility should the transfer switch or scheme not complete the transfer in one second or less.

If the answer is operating mode option 4, “isolated operation,” only questions A, E, and F of this Part IV and questions A, B, F, and S of Part V need be answered. Be sure, however, to supply adequate information including diagrams and written descriptions regarding the isolating switching device or scheme that will be used to prevent the Generating Facility from operating in parallel with PG&E’s Distribution System.
B. Parallel Operation Applications Only

If the Answer to Section A above was operating mode option 1, please indicate the type of agreement that is being requested with this Application. If operating mode option 2, 3 or 4 was selected, please skip to questions E and F.

If Agreement options 2, 3, 5, 7, or 8 to this Section B are chosen, please provide an estimate of the maximum kW the Generating Facility is expected to export to PG&E’s Distribution System. If PG&E determines that the amount of power to be exported is significant in relation to the capacity available on its Distribution System, it may request additional information, including time of delivery or seasonal kW/kWh estimates.

agreement options:

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</tr>
</tbody>
</table>

(Choose all that apply)

Instructions and Notes

Sample agreements are available from PG&E for review. Choose from the following eight (8) agreement options:

Customer Owned Generating Facility (non-NEM)

1. A Generating Facility Interconnection Agreement that provides for parallel operation of the Generating Facility, but does not provide for exporting power to PG&E’s Distribution System. This non-export agreement, however does allow the occasional and uncompensated export of energy to PG&E’s Distribution System for less than 2 seconds in duration.

2. A Generating Facility Interconnection Export Addendum that provides for parallel operation of the Generating Facility and the occasional, continuous, non-compensated, export of generator facilities sized 2 MW or less to PG&E’s Distribution System. Continuous export is export greater than 60 seconds in duration. This addendum must be executed in concert with Agreement 1.

3. A Generating Facility Interconnection Agreement that provides for parallel operation of the 3rd Party owned Generating Facility, but does not provide for exporting energy to PG&E’s Distribution System. This agreement must be executed in addition to agreement 4.

4. A Customer Generation Agreement that defines the relationship between the Customer whose name appears on PG&E’s electric service account. This agreement must be executed in addition to agreement 3.

Net Energy Metering Generating Facility

If you wish to have your Generating Facility participate on one of PG&E’s Net Energy Metering tariffs, following your bi-directional meter installation, your meter and disconnect switch, when required, must be installed in a safe PG&E accessible location and remain unobstructed by plants, structures, locked gates or pets. Meter and disconnect switch access must be maintained at all times for your safety and PG&E’s electrical system safety. Additionally, unencumbered access is required for meter reading, system maintenance, and operations. Any animals owned by the customer, for example pet dogs, should be kept clear from these areas to avoid hindering PG&E service personnel from completing their work.
Are there any meter access issues? Please check all that apply to avoid interconnection delays.

- Dog, or other animals at Residence
- Locked Gate
- Shrub or Bushes
- Other (please explain) ________________________________

5. **A Net Energy Metering Agreement: Solar and Wind**, that provides for parallel operation of the Generating Facility, and exporting energy to PG&E's Distribution System for credit under the terms of PG&E's Net Energy Metering tariffs pursuant to Public Utility Code Section 2827 for solar PV and/or wind Generating Facilities greater than 30 kw to 1 MW or a Renewable Electrical Generation Facility (as defined in Schedule NEM) sized less than 1 MW, or any combination of these with a total size of no more than 1 MW per each applicable NEM tariff. This agreement also requires submittal of an expanded net energy metered supplemental application. This option is available only to eligible Generating Facilities as defined in PG&E's Net Energy Metering tariffs.

6. **A Net Energy Metering Agreement: Fuel Cell**, that provides for parallel operation of the Generating Facility, and exporting energy to PG&E's Distribution System for credit under the terms of PG&E's Net Energy Metering tariffs for fuel-cell Generating Facilities. This option is available only to eligible Generating Facilities as defined in PG&E's NEMFC tariff.

7. **Multiple Tariff Generating Facility Agreement**, that provides for the parallel operation of multiple Generating Facilities that are electrically connected behind the same Point of Common Coupling at least one of which is a Generating Facility eligible for service under NEM or other applicable Net Energy Metering tariffs, and may include a Generating Facility not eligible to receive the same tariff treatment under a Net Energy Metering tariff.

8. **Other, please describe:**
C. Parallel Operation Applications Only

If the answer to Section B above was agreement option 1 or 4, please indicate the protection option that will be used to prevent energy from being exported to PG&E’s Distribution System.

If protection option 3 to this Section C is selected, please provide the continuous current rating of the host Customer facility’s service entrance equipment (service panel rating):

If Protection Option 4 to this Section C is selected, please provide the minimum load of the host Customer facility:

<table>
<thead>
<tr>
<th>Protection Option:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> <strong>2</strong> <strong>3</strong> <strong>4</strong> <strong>5</strong></td>
</tr>
<tr>
<td>(Choose one)</td>
</tr>
<tr>
<td>___________ Amps</td>
</tr>
<tr>
<td>___________ kW</td>
</tr>
</tbody>
</table>

**Instructions and Notes**

Refer to PG&E’s Rule 21, Sections F.1-3 and Section G, for additional information as to how to answer this question. If the Generating Facility will never export power to PG&E’s Distribution System, a simpler, lower cost, protection scheme may be used to control the interface between the Generating Facility and PG&E’s Distribution System. Choose from the following five options:

1. A reverse-power protection device will be installed to measure any export of power and trip the Generating Facility or open an intertie breaker to isolate the Generating Facility if limits are exceeded.

2. An under-power protection device will be installed to measure the inflow of power and trip or reduce the output of the Generating Facility if limits are not maintained.

3. The Generating Facility Interconnection Facility equipment has been certified as non-islanding and the incidental export of power will be limited by the design of the interconnection. If this option is to be used, the continuous ampere rating of the service entrance equipment (service panel rating) that is used by the host Customer facility must be stated in the space provided above.

4. The Gross Nameplate Rating of the Generating Facility will not exceed 50% of the host Customer facility’s minimum electrical load over the past 12 months. If this option is to be used, the minimum load of the host Customer facility must be stated in the space provided above.

5. The Generating Facility completely offset their facility load by being (a) optimally sized to meet their peak demand with load following functionality on the Generator controls and (b) ensuring conditional (inadvertent) export of electric power from the Generation Facility to Distribution Provider’s Distribution or Transmission System occurs no more frequently than twice in any 24 hour period and the exports are greater than 2 seconds but no more than 60 seconds.

If this option is selected, you must also choose option 1 or 2.

Note: With the approval of PG&E, a Producer that wishes to retain the option to export power from a Generating Facility to PG&E’s Distribution System may use a different protection scheme that provides for the detection of faults and other abnormal operating conditions.
D. Parallel Operation Applications Only

What is the maximum 3-phase fault current that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault).

Please indicate the short circuit interrupting rating of the host Customer facility’s service panel:

<table>
<thead>
<tr>
<th>Amps</th>
<th>Amps</th>
</tr>
</thead>
</table>

Instructions and Notes

Refer to PG&E’s Rule 21, Section G, for significance and additional information. To determine this value, any transformers and/or significant lengths of interconnecting conductor used between each of the Generators (if there are more than one) that make up the Generating Facility and the PCC must be taken into account. The details, impedance, and arrangement of such transformers and interconnecting conductors should be shown on the single-line diagram that is provided. Consult an electrical engineer or the equipment supplier if assistance is needed in answering this question.

It is expected that most Applicants will want to reserve the flexibility to operate any or all of their Generators in parallel. If the design of the proposed Generating Facility limits the amount of generation that may be interconnected at any time to PG&E’s Distribution System, please describe the assumptions used in calculating the maximum fault current contribution value.
Choose from the following seven operation options:

1. **Combined Heat and Power or Cogeneration** – Where the operation of the Generating Facility will produce thermal energy for a process other than generating electricity.

2. **Peak Shaving/Demand Management** – Where the Generating Facility will be operated primarily to reduce electrical demands of the host Customer facility during PG&E’s peak pricing periods.

3. **Primary Power Source** – Where the Generating Facility will be used as the primary source of electric power and power supplied by PG&E to the host Customer’s loads will be required for supplemental, standby, or backup power purposes only.

4. **Standby / Emergency / Backup** – Where the Generating Facility will normally be operated only when PG&E’s electric service is not available.

5. **Net Energy Metering** – Where the Generating Facility qualifies and receives service under PG&E’s Net Energy Metering tariffs. For applicants for service under Schedule NEM as described in Part 3 B (7.) and (9.), a supplemental application (Form Number 79-998) is also required.

6. **RES-BCT** – Where the Generating Facility will be operated with no on-site electrical load (other than station load).

7. **Multiple Tariff** - Generating Facilities that have one or more Net Energy Metering (NEM) generator(s) and optionally a non-Net Energy Metering (non-NEM) generator(s). Check one of the following options on the next sheet.

   For **Multiple Tariff** Generating Facilities, check one of the following:

   - [ ] New facility installing non-NEM generator(s) and NEM generator(s) at the same time.
   - [ ] Existing facility with non-NEM generator(s) and planning to add NEM generator(s). Please provide data for the table below.
   - [ ] Existing facility with NEM generator(s) and planning to add non-NEM generator(s). Please provide data for the table below.
   - [ ] Existing facility with NEM generator(s) and planning to add NEM generator(s) under a different NEM tariff. Please provide data for the table below.
### Part IV Cont’d - Describing the Generating Facility and Host Customer’s Electrical Facilities

<table>
<thead>
<tr>
<th>Instructions (From Part V)</th>
<th>Generator Information</th>
<th>Existing Generator Type</th>
<th>New Generator Type</th>
<th>Generating Facility Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td>Please indicate the number of each type of Generator being installed: (see Instructions)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Generator/Inverter Manufacturer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Generator/Inverter Model</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Generator/Inverter Software Version</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>D</td>
<td>Is the Generator/Inverter certified</td>
<td>Yes/no</td>
<td>Yes/no</td>
<td>Yes/no</td>
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<tr>
<td>E</td>
<td>Generator Design</td>
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<td>Synch Induct. Inverter</td>
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<td>F</td>
<td>Gross Nameplate Rating</td>
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<tr>
<td>G</td>
<td>Energy Storage Electrical Source Function (in addition, please complete section: “Additional Information Required for Energy Storage”)</td>
<td>Max kWh Capacity:</td>
<td>Max kWh Capacity:</td>
<td>Max kWh Capacity:</td>
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<tr>
<td></td>
<td>List (if any) device(s) used to limit discharge (Inverter, Power Control, etc.)</td>
<td>Max kW Discharge:</td>
<td>Max kW Discharge:</td>
<td>Max kW Discharge:</td>
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<tr>
<td>H</td>
<td>Operating Voltage</td>
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<td>Instructions</td>
<td>Generator Information</td>
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<td>______ (X''d %)</td>
<td>______ (X''d %)</td>
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<td>Induction Generators Only:</td>
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<td></td>
<td>Locked Rotor Current:</td>
<td>(Amps)</td>
<td>(Amps)</td>
<td>(Amps)</td>
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<tr>
<td></td>
<td>Stator Resistance:</td>
<td>(%)</td>
<td>(%)</td>
<td>(%)</td>
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<tr>
<td></td>
<td>Rotor Resistance:</td>
<td>(%)</td>
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<tr>
<td></td>
<td>Stator Leakage Reactance:</td>
<td>(%)</td>
<td>(%)</td>
<td>(%)</td>
</tr>
<tr>
<td></td>
<td>Rotor Leakage Reactance:</td>
<td>(%)</td>
<td>(%)</td>
<td>(%)</td>
</tr>
<tr>
<td>P</td>
<td>Short Circuit Current</td>
<td>______ (Amps)</td>
<td>______ (Amps)</td>
<td>______ (Amps)</td>
</tr>
<tr>
<td>Q</td>
<td>For Generators that are Started as a &quot;Motor&quot; Only</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. In-Rush Current:</td>
<td>(Amps)</td>
<td>(Amps)</td>
<td>(Amps)</td>
</tr>
<tr>
<td></td>
<td>2. Host Customer's Service Entrance Panel (Main Panel) Continuous Current Rating:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Amps)</td>
<td>(Amps)</td>
<td>(Amps)</td>
<td>(Amps)</td>
</tr>
</tbody>
</table>
### Part IV Cont’d - Describing the Generating Facility and Host Customer’s Electrical Facilities

<table>
<thead>
<tr>
<th>Instructions</th>
<th>Generator Information</th>
<th>Existing Generator Type</th>
<th>Existing Generator Type</th>
<th>New Generator Type</th>
<th>New Generator Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>R (MP&amp;I)</td>
<td>Prime Mover Type: (Circle One)</td>
<td>1 2 3 4 5 6</td>
<td>7 8 9 10 11</td>
<td>12 13 14 15 16</td>
<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td>S</td>
<td>AC Disconnect</td>
<td>Manufacturer</td>
<td>Model #</td>
<td>Rating (amps)</td>
<td>Manufacturer</td>
</tr>
<tr>
<td>T</td>
<td>Photovoltaic (PV) Panel</td>
<td>Manufacturer</td>
<td>Model #</td>
<td>Nameplate Rating (kw/unit)</td>
<td>Manufacturer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>Energy Storage System</td>
<td>Manufacturer</td>
<td>Model #</td>
<td>Quantity of Units</td>
<td>Manufacturer</td>
</tr>
<tr>
<td>V</td>
<td>Lineside Tap</td>
<td>__ Yes</td>
<td>__ No</td>
<td>__ Yes</td>
<td>__ No</td>
</tr>
</tbody>
</table>
F. Additional Information Required for Energy Storage Systems (if applicable):

Describe the current primary intended use (s) of the storage device (please check all applicable boxes that apply. If operations significantly change, please contact PG&E):

- [ ] Peak Shaving
- [ ] Export to Grid
- [ ] Load Shifting (away from peak time periods)
- [ ] Back Up Power

Other:

Electrical Load Function:

Rated Charge Demand (Load): ______________ kW

Will the distribution grid be used to charge the storage device: [ ] Yes [ ] No

If yes,: Will charging the storage systems from the grid increase the host facility’s current peak load demand:

- [ ] Yes
- [ ] No

- [ ] Yes: Provide the amount added of peak demand in (kW): ______________
- [ ] No: Provide technical description of control systems including:
  - Charging periods: _______________________________________________________
  - Source of energy for charging: _____________________________________________
  - Mechanism to prevent charging from the grid at peak: ________________________

Generating Facility: Including all generation sources such as PV, storage, and other technologies, provide the following information:

Will the generating facilities export power to the grid: [ ] Yes [ ] No

If yes, specify Generating Facility’s maximum coincident export to the grid: __________ kW

If all generation sources are not simultaneously exporting to the grid, provide technical high level description of the control system(s) for this function:
G. (MP&I) Please indicate if Qualifying Facility (QF) Status will be obtained from the FERC for this Generating Facility. 

| __Yes | __No |

Instructions and Notes

Parties operating Generating Facilities (QF) complying with all of the requirements for qualification as either a small power production facility or cogeneration facility pursuant to the regulations of the FERC (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 (16 U.S.C.A. Section 796, et seq.), or any successor requirements for Qualifying Facilities, may seek certification from FERC to have the Generating Facility designated as a Qualifying Facility or “QF.” In summary, QFs are Generating Facilities using renewable or alternative fuels as a primary energy source or facilities that utilize the thermal energy given off by the generation process for some other useful purpose. QFs enjoy certain rights and privileges not available to non-QF Generating Facilities.

QF status is not required to interconnect and operate in parallel with PG&E’s Distribution System.

H. Please indicate if Generating Facility will meet the annual Efficiency and Operating Standards of PUC Code 216.6 (Applicable to Cogeneration Only)

| __Yes | __No | __N/A |
### Part V – Instructions for Describing the Generators

<table>
<thead>
<tr>
<th>Generator Information</th>
<th>Instructions and Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td>Please indicate the number of each “type” of Generator being installed:</td>
</tr>
<tr>
<td>A Generator/Inverter Manufacturer</td>
<td>Enter the brand name of the Generator.</td>
</tr>
<tr>
<td>B Generator/Inverter Model</td>
<td>Enter the model name or number assigned by the manufacturer of the Generator.</td>
</tr>
<tr>
<td>C Generator/Inverter Software Version</td>
<td>If this Generator’s control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.</td>
</tr>
<tr>
<td>D Is the Generator Certified by a Nationally Recognized Testing Laboratory (NRTL) according to Rule 21?</td>
<td>Answer “Yes” only if the Generator manufacturer can or has provided certification data. See PG&amp;E’s Rule 21, Section L for additional information regarding Generator certification.</td>
</tr>
<tr>
<td>E Generator Design</td>
<td>Please indicate the design of each Generator. Designate “Inverter” anytime an inverter is used as the interface between the Generator and the electric system regardless of the primary power production/storage device used.</td>
</tr>
<tr>
<td>F Gross Nameplate Rating (kVA)</td>
<td>This is the capacity value normally supplied by the manufacturer and stamped on the Generator’s nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.</td>
</tr>
<tr>
<td>G Energy Storage Electrical Source Function</td>
<td>Please indicate the discharge characteristics of your Energy Storage device in addition to any devices that limit or control the discharge capability.</td>
</tr>
<tr>
<td>H Operating Voltage</td>
<td>This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&amp;E’s Rule 21, Section H.2.b. and Table H.1., for additional information.</td>
</tr>
<tr>
<td>I Power Factor Rating</td>
<td>This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&amp;E’s Rule 21, Section H.2.i. for additional information.</td>
</tr>
<tr>
<td>J PF Adjustment Range</td>
<td>Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&amp;E’s Rule 21, Section H.2.i.</td>
</tr>
<tr>
<td>Generator Information</td>
<td>Instructions and Comments</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td><strong>K</strong> Wiring Configuration</td>
<td>Please indicate whether the Generator is a single-phase or three-phase device. See PG&amp;E's Rule 21, Section H.3.</td>
</tr>
<tr>
<td><strong>L</strong> 3-Phase Winding Configuration</td>
<td>For three-phase generating units, please indicate the configuration of the Generator’s windings or inverter systems.</td>
</tr>
<tr>
<td><strong>M</strong> Neutral Grounding</td>
<td>Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.</td>
</tr>
<tr>
<td><strong>N</strong> For Synchronous Generators Only:</td>
<td>If the Generator is of a synchronous design, please provide the synchronous reactance, transient reactance, and subtransient reactance values supplied by the manufacturer. This information is necessary to determine the short circuit contribution of the Generator and as data in load flow and short circuit computer models of PG&amp;E's Distribution System. If the Generator's Gross Nameplate Capacity is 10 MW or greater, PG&amp;E may request additional data to better model the nature and behavior of the Generator with relation to its Distribution System.</td>
</tr>
<tr>
<td><strong>O</strong> For Induction Generators Only:</td>
<td>If the Generator is of an induction design, please provide the &quot;locked rotor current&quot; value supplied by the manufacturer. If this value is not available, the stator resistance, stator leakage reactance, rotor resistance, rotor leakage reactance values supplied by the manufacturer may be used to determine the locked rotor current. If the Generator’s Gross Nameplate Capacity is 10 MW or greater, PG&amp;E may request additional data to better model the nature and behavior of the Generator with relation to its Distribution System.</td>
</tr>
<tr>
<td><strong>P</strong> Short Circuit Current Produced by Generator</td>
<td>Please indicate the current each Generator can supply to a three-phase fault across its output terminals. For single phase Generators, please supply the phase-to-phase fault current.</td>
</tr>
<tr>
<td><strong>Q</strong> For Generators that are Started as a “Motor” Only:</td>
<td>This information is needed only for Generators that are started by “motoring” the generator.</td>
</tr>
</tbody>
</table>

1. In-Rush Current
2. Host Customer’s Service Entrance Panel (Main Panel) Continuous Current Rating


If this question was answered in Part IV, question C of this Application, it need not be answered here.
### Generator Information

<table>
<thead>
<tr>
<th>Prime Mover Type</th>
<th>Instructions and Comments</th>
</tr>
</thead>
</table>
| R Prime Mover Type | Please indicate the type and fuel used as the prime mover or source of energy for the Generator.  
1 = Internal Combustion Engine – Natural Gas  
2 = Internal Combustion Engine – Diesel Fueled  
3 = Internal Combustion Engine - Other Fuel  
4 = Microturbine – Natural Gas  
5 = Microturbine – Other Fuel  
6 = Combustion Turbine Natural Gas  
7 = Combustion Turbine - Other Fuel  
8 = Steam Turbine  
9 = Photovoltaic Panels  
10 = Solar-thermal engine  
11 = Fuel Cell– Natural Gas  
12 = Fuel Cell– Other Fuel  
13 = Hydroelectric Turbine  
14 = Wind Turbine  
15 = Energy Storage  
16 = Other (please describe) |

<table>
<thead>
<tr>
<th>AC Disconnect</th>
<th>S AC Disconnect</th>
<th>For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Photovoltaic (PV) Panel</th>
<th>T Photovoltaic (PV) Panel</th>
<th>For PV systems only, please include the requested information about the PV panels.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Energy Storage System</th>
<th>U Energy Storage System</th>
<th>For Energy Storage systems only, please include the requested information about the Energy Storage device.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Lineside Tap</th>
<th>V Lineside Tap</th>
<th>PG&amp;E has special requirements for a lineside tap. Contact PG&amp;E at: <a href="mailto:Rule21Gen@PGE.Com">Rule21Gen@PGE.Com</a> for more information.</th>
</tr>
</thead>
</table>
Electric Sample Form No. 79-988
Generating Facility Interconnection Agreement (Third Party Non-Exporting)

Please Refer to Attached
Sample Form
This Generating Facility Interconnection Agreement (3rd Party Non-Exporting) (Agreement) is entered into by and between ________________, a ________________________________ (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, PURPOSE, AND RELATED AGREEMENT

1.1 This Agreement, in conjunction with the Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) (Form 79-992) identified in Section 1.2 and attached as Appendix E, 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 2.2. This Agreement does not provide for Producer to deliver electric power to PG&E’s Distribution System, nor does this Agreement constitute an agreement by PG&E to provide retail electrical service to Producer. Such arrangements must be made separately between PG&E and Producer.

1.2 The Generating Facility shall be interconnected with PG&E’s Distribution System consistent with, and pursuant to, the Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) between PG&E and ________________, (Customer) its successors or assigns dated ________________________, (Customer Agreement).

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 Customer’s loads are Interconnected with PG&E’s Distribution System, are attached to and made a part of this Agreement.

2.2 Name and address used by PG&E to locate the Customer’s Electric Service Account(s) used to interconnect the Generating Facility with PG&E’s Distribution System:

____________________________________
____________________________________
____________________________________
2.3 The Gross Nameplate Rating of the Generating Facility is _____ kW.

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

2.5 The annual energy production of the Generating Facility is expected to be _______ kWh.

2.6 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.

2.7 For the purpose of securing certain tariff charge exemptions available under the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility:

   (a) ☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code.

   (b) ☐ does / ☐ does not meet the requirements for Distributed Energy Resource Generation as such term is used in Section 353.1 of the PU Code.

3. DOCUMENTS INCLUDED

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 - 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, and formed by the parties).

Appendix C - Producer’s warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the Public Utilities Code (when applicable).

Appendix D - Producer’s warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the Public Utilities Code (When applicable).

Appendix E - Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) (Form 79-992).

4. TERM AND TERMINATION
4.1 This Agreement shall become effective as of the last date entered in Section 16 of this Agreement. 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 31st day following the date the Customer Agreement is terminated unless such Customer Agreement is assigned to another party or replaced by a subsequent agreement. The Parties shall cooperate in obtaining an assignment or replacement agreement.

(c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer or PG&E’s intent to terminate this Agreement.

4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable tariffs, 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) Unless otherwise agreed 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 2.6 of this Agreement 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 sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E’s 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.

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

5.1 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 Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility.

5.2 The electric power 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. 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 PU Code.

5.3 Producer shall regulate the electric power output of Producer’s Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer’s Generating Facility.

5.4 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E’s Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

5.5 Producer shall not operate the Generation Facility in parallel with PG&E’s Distribution System unless the Customer Agreement is in effect. If the Customer Agreement identified in Section 1.2 is terminated, Producer agrees to cease operating the Generating Facility in parallel with PG&E’s Distribution System.

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 Electric Rule 21, or any other tariff approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

7.1 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.

7.2 PG&E shall not be liable to Producer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Producer resulting from termination of the Customer Agreement provided such termination is consistent with the terms of the Customer Agreement.

8. INSURANCE

8.1 In connection with Producer’s performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

   (a) Two million dollars ($2,000,000) for each occurrence if the Gross Nameplate Rating of Producer’s Generating Facility is greater than one hundred (100) kW;

   (b) One million dollars ($1,000,000) for each occurrence if the Gross Nameplate Rating of Producer’s Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and

   (c) Five hundred thousand dollars ($500,000) for each occurrence if the Gross Nameplate Rating of Producer’s Generating Facility is twenty (20) kW or less.

   (d) Two hundred thousand dollars ($200,000) for each occurrence if the Gross Nameplate Rating of Producer’s Generating Facility is ten (10) kW or less and Producer’s Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for “Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability,”
and Broad Form Property Damage including Completed Operations.”

8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days’ written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3 If Producer’s Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer’s written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.

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.

   (b) If Producer ceases to self-insure to the level required hereunder, or if Producer is 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 person specified below:

If to PG&E: [Contact information to be supplied]

If to Producer: [Contact information to be supplied]

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.
Producer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including the Producer’s name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC’s or Commission’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, DEFINED TERMS

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 tariffs applicable to the electric service provided by PG&E. Copies of such tariffs are available at www.PGE.com or by request to PG&E and are 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 tariffs, rates, charges, classification, service, or any agreement relating thereto.

13.5 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
14. **AMENDMENTS AND MODIFICATION**

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

15. **ENTIRE AGREEMENT**

This Agreement and the *Customer Agreement* referenced in Section 1.2, including any incorporated tariffs, 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, the *Customer Agreement* or in the incorporated tariffs.

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.

__________________________
(Company Name)

__________________________
(Please provide space for signatures)

__________________________
(Print Name)

__________________________
(Title)

__________________________
(Date)

__________________________
(PACIFIC GAS AND ELECTRIC COMPANY)

__________________________
(Signature)

__________________________
(Please provide space for signatures)

__________________________
(Print Name)

__________________________
(Title)

__________________________
(Date)
APPENDIX A

DESCRIPTION OF GENERATING FACILITY

AND SINGLE-LINE DIAGRAM

(Supplied by Producer)
APPENDIX B

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, and formed by the Parties)*
PRODUCER’S WARRANTY THAT THE GENERATING FACILITY IS A “COGENERATION FACILITY” PURSUANT TO SECTION 216.6 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 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 sole 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 sole 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 sole 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.
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 California Public Utilities Code (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 sole 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 sole 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 sole discretion that the Generating Facility first ceased to meet the DERG Requirements. PG&E shall invoice the Producer electric Service Account through which the Generating Facility is Interconnected with PG&E’s Distribution System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer’s representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

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

CUSTOMER GENERATION AGREEMENT
(3RD PARTY GENERATOR ON PREMISES)
(NON-EXPORTING)
Electric Sample Form No. 79-992
Customer Generation Agreement
(Third Party Generator on Premises Non-Exporting)

Please Refer to Attached
Sample Form
This Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) (Agreement) is entered into by and between ______________________ __________________________ (Customer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer 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, PURPOSE, AND RELATED AGREEMENTS

   This Agreement, in conjunction with the Generating Facility Interconnection Agreement (3rd Party Non-Exporting) (Form 79-988), identified in Section 2.2 and attached as Appendix A, allows the Producer (as identified in Section 2.2) to utilize Customer's electrical facilities to interconnect and operate the Generating Facility in parallel with PG&E’s Distribution System. The purpose of the Generating Facility is to serve the Customer’s electrical loads at the location identified in Section 2.1.

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

   2.1 The name and address used by PG&E to locate the Customer or electric service account where the Generating Facility interconnects with PG&E’s Distribution System is:

   __________________________________________
   __________________________________________
   __________________________________________

   2.2 The Generating Facility shall be Interconnected with PG&E’s Distribution System pursuant to the Generating Facility Interconnection Agreement (3rd Party Non-Exporting) between PG&E and ______________________ its successors or assigns (Producer Agreement) dated ______________________ (Producer Agreement).
2.3 Producer’s contact information:

________________________________________

________________________________________

________________________________________

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

3.1 Customer acknowledges that it has authorized the Generating Facility to be installed and operated by Producer in accordance with PG&E’s Electric Rule 21 on or adjacent to Customer’s premises. Such Generating Facility shall be used to serve all or a portion of Customer’s electrical loads associated with the electric service provided by PG&E at the location identified in Section 2.1, above, and any other purpose permitted under the Producer Agreement. Customer shall be solely responsible for the terms of any agreement between it and Producer.

3.2 Customer shall be solely responsible for any charges incurred under PG&E’s electric service tariffs for the services provided to Customer by PG&E. Customer acknowledges that it is the sole end-use consumer of such tariffed services. This Agreement does not constitute an agreement by PG&E to provide any tariffed service to Producer.

3.3 Customer acknowledges the Generating Facility shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E’s Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of the Generating Facility including, but not limited to Standby Tariff, Preliminary Statement “BB” Non-Bypassable Charges Tariff, and Electric Rule 2, and that the performance or lack of performance of the Generating Facility may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Copies of such tariffs are available at www.PGE.com or by request to PG&E.

3.4 Any amounts to be paid, or refunded to, PG&E for the services received by Customer as a result of the Producer failing to operate the Generating Facility in accordance with the terms of the representations and warranties made under the Producer Agreement shall be paid to PG&E in accordance with PG&E’s electric tariffs.
3.5 Customer shall make the Generating Facility reasonably accessible to PG&E’s personnel, contractors or agents to perform PG&E’s duties under Electric Rule 21.

4. TERMS AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 13 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.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the Customer’s electric service account through which the Generating Facility is interconnected to PG&E’s Distribution System is closed or terminated.

(c) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the 31st day following the date the Producer Agreement is terminated, unless the responsibility for such Producer Agreement is assigned to or replaced by a subsequent Producer. The Parties shall cooperate in obtaining an assignment or replacement agreement.

(d) At 12:01 A.M. on the 61st day after Customer or PG&E provides written Notice pursuant to Section 6 below to the other Party of the Customer or PG&E’s intent to terminate this Agreement.

4.2 Customer may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for one or more of the following reasons:

(a) A change in PG&E’s applicable tariffs, 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) Unless otherwise agreed in writing by the Parties, Customer fails to take all corrective actions specified in PG&E’s Notice provided in accordance with Section 6 that Customer is out of compliance with the terms of this Agreement within the time frame set forth in such Notice.
5. LIMITATION OF LIABILITY

5.1 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.

5.2 PG&E shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from termination of the Producer Agreement between Producer and PG&E, provided such termination is consistent with the terms of the Producer Agreement.

6. NOTICES

6.1 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: [Contact information to be supplied]

If to Customer: [Contact information to be supplied]

6.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 6.1.
6.3 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.

7. RELEASE OF DATA

Customer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including Customer’s name and location, and the size, location and operational characteristics of the Generating Facility, as may be requested from time to time pursuant to the CEC’s or Commission’s rules and regulations.

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

9. 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.

10. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFFS, DEFINED TERMS

10.1 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.

10.2 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.
10.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by PG&E. Copies of such tariffs are available at www.PGE.com or by request to PG&E and are incorporated into this Agreement by this reference.

10.4 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 tariffs, rates, charges, classification, service, or any agreement relating thereto.

10.5 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 1 or Electric Rule 21 Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

11. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

12. ENTIRE AGREEMENT

This Agreement, and the Producer Agreement, including any incorporated tariffs, contain 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, the Producer Agreement, or in the incorporated tariffs.
13. 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.

________________________________________________________________________

(Company Name)  PACIFIC GAS AND ELECTRIC COMPANY

________________________________________________________________________

(Signature)  (Signature)

________________________________________________________________________

(Print Name)  (Print Name)

________________________________________________________________________

(Title)  (Title)

________________________________________________________________________

(Date)  (Date)
CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES, NON-EXPORTING)

APPENDIX A

Generating Facility Interconnection Agreement
(3rd Party Non-Exporting)

BETWEEN

PRODUCER AND PACIFIC GAS AND ELECTRIC COMPANY
Electric Sample Form No. 79-1069
Generating Facility Interconnection Agreement (Multiple Tariff)

Please Refer to Attached
Sample Form
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: _______________________

2.5 The Gross Nameplate Rating of the Generating Facility is:

   2.5.1 Eligible Generator(s):

<table>
<thead>
<tr>
<th>Generator</th>
<th>kW</th>
</tr>
</thead>
<tbody>
<tr>
<td>biomass</td>
<td>_____</td>
</tr>
<tr>
<td>digester gas</td>
<td>_____</td>
</tr>
<tr>
<td>solar thermal</td>
<td>_____ kW</td>
</tr>
<tr>
<td>municipal solid waste</td>
<td>_____ kW</td>
</tr>
<tr>
<td>photovoltaic</td>
<td>_____ kW</td>
</tr>
<tr>
<td>landfill gas</td>
<td>_____ kW</td>
</tr>
<tr>
<td>wind</td>
<td>_____ kW</td>
</tr>
<tr>
<td>ocean wave</td>
<td>_____ kW</td>
</tr>
<tr>
<td>geothermal</td>
<td>_____ kW</td>
</tr>
<tr>
<td>ocean thermal</td>
<td>_____ kW</td>
</tr>
<tr>
<td>fuel cell</td>
<td>_____ kW</td>
</tr>
<tr>
<td>tidal current</td>
<td>_____ kW</td>
</tr>
<tr>
<td>small hydroelectric generation</td>
<td>_____ kW</td>
</tr>
</tbody>
</table>

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):
2.6.2 Non-Eligible Generator(s): __________ kW

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

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

2.7.1 Eligible Generator(s):

<table>
<thead>
<tr>
<th>Generator</th>
<th>kW</th>
</tr>
</thead>
<tbody>
<tr>
<td>biomass</td>
<td>_________</td>
</tr>
<tr>
<td>digester gas</td>
<td>_________</td>
</tr>
<tr>
<td>solar thermal</td>
<td>_________</td>
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<tr>
<td>municipal solid waste</td>
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<tr>
<td>photovoltaic</td>
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<tr>
<td>landfill gas</td>
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<td>wind</td>
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<td>ocean wave</td>
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<td>geothermal</td>
<td>_________</td>
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<tr>
<td>ocean thermal</td>
<td>_________</td>
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<tr>
<td>fuel cell</td>
<td>_________</td>
</tr>
<tr>
<td>tidal current</td>
<td>_________</td>
</tr>
<tr>
<td>small hydroelectric generation</td>
<td>_______</td>
</tr>
</tbody>
</table>

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 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 216.6 of the California Public Utilities Code.

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

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

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

<table>
<thead>
<tr>
<th>Technology</th>
<th>met</th>
<th>not met</th>
</tr>
</thead>
<tbody>
<tr>
<td>biomass</td>
<td></td>
<td></td>
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<tr>
<td>digester gas</td>
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<tr>
<td>solar thermal</td>
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<td>municipal solid waste</td>
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<td>fuel cell</td>
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<tr>
<td>tidal current</td>
<td></td>
<td></td>
</tr>
<tr>
<td>small hydroelectric generation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>biogas digester (under NEMBIO)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>fuel cell (under NEMFC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>other technology</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2.11 What applicable rate schedule, known as the otherwise applicable schedule will be selected for the net-energy-metering account(s):

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

Appendix C - A Copy of PG&E’s Agreement for Installation 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 216.6 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.

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.

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 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 216.6 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 an 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:

(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.

(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:
    [Contact information to be supplied][

If to Producer:
    [Contact information to be supplied]

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.

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

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.

__________________________  __________________________
(Company Name)  (Company Name)

__________________________  __________________________
(Signature)  (Signature)

__________________________  __________________________
(Print Name)  (Print Name)

__________________________  __________________________
(Title)  (Title)

__________________________  __________________________
(Date)  (Date)
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.)
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.”)
GENERATING FACILITY INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)
Appendix C

APPENDIX C (If Applicable)

RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)
APPENDIX D (When applicable)

PRODUCER’S WARRANTY THAT THE GENERATING FACILITY IS A “COGENERATION FACILITY” PURSUANT TO SECTION 216.6 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 216.6 of the PU Code (Cogeneration Requirements).

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

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

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

PRODUCER’S WARRANTY THAT THE GENERATING FACILITY IS A “DISTRIBUTED ENERGY RESOURCES GENERATION” FACILITY PURSUANT TO SECTION 353.1 OF THE CALIFORNIA PUBLIC UTILITIES CODE

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

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

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

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer’s receipt of such invoice.
APPENDIX F (When applicable)

LIST OF ELIGIBLE ACCOUNTS TO BE INCLUDED IN NET ENERGY METERING CALCULATIONS PURSUANT TO SCHEDULE NEMBIO OR NEMFC SPECIAL CONDITION 4

Please use a separate sheet for each NEMBIO and/or NEMFC billing arrangement group, include the NEMBIO or NEMFC generator account information and clearly indicate which Eligible Accounts are to be associated with each listed NEMBIO or NEMFC generator account.

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<tr>
<th>Service Agreement ID Number</th>
<th>Address (Street, City, Zip Code)</th>
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Sheet __________________ of __________________
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.
GENERATING FACILITY INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)
Appendix H

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:

<table>
<thead>
<tr>
<th>Type of Renewable Electrical Generation Facility</th>
<th>biomass</th>
<th>geothermal</th>
<th>municipal solid waste</th>
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<td>landfill gas</td>
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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 an “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).

¹ The RPS Guidebooks can be found at: [http://www.energy.ca.gov/renewables/documents/index.html#rps](http://www.energy.ca.gov/renewables/documents/index.html#rps)
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 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. 79-1070
Export Addendum to Generating Facility Interconnection Agreement for Non-Exempt Generating Facilities (Form 79-973) Sized 2 Megawatts or Less

Please Refer to Attached Sample Form
Pacific Gas and Electric Company (PG&E), a California Corporation, and ____________________ (Customer) hereby enter into this Addendum to the Generation Facility Interconnection Agreement for Non-Export Generating Facilities (GFIA) (Form 79-973) between PG&E and Customer. Customer and PG&E are sometimes referred to in this Addendum jointly as “Parties” or individually as “Party.” The Parties agree as follows:

1. PURPOSE AND SCOPE

1.1. This Addendum represents mutual agreement between PG&E and Customer to provide for Export as described in Section 1.3 below, notwithstanding Section 5.1 of the GFIA.

1.2. This Addendum shall apply to Customer’s Generating Facility that is 2 megawatts (MW) or less provided that the Generating Facility otherwise satisfies all other applicable requirements of PG&E’s Electric Rule 21.

1.3. For purposes of this Addendum, Export is defined as the uncompensated and unscheduled flow of electrical energy from Customer’s Generating Facility onto PG&E’s Distribution System. The Export shall fully comply with Section 3 of this Addendum. Customer agrees that such Export is solely for Customer’s operating convenience and understands that there will be no compensation made by PG&E, or third parties, for such Export. Customer understands that it is obligated to manage Export in compliance with current and future guidelines established by regulatory agencies having jurisdiction over such Export.

1.4. All other capitalized terms used and not defined herein, whether in singular or plural, shall have the meanings assigned to them in PG&E’s Electric Rule 21.

2. TERM AND TERMINATION

2.1. This Addendum shall become effective as of the later of the effective date of the GFIA or the last date entered in Section 5 of this Addendum.

2.2. This Addendum shall continue in full force and effect until termination of the GFIA, or unless terminated in accordance with Section 4.2 of this Addendum.
3. INTERCONNECTION OF GENERATING FACILITY

3.1. In addition to the requirements of Electric Rule 21 and the GFIA, Customer will abide by the following requirements in the interconnection and operation of its Generating Facility:

3.1.1. The maximum amount of electric power to be delivered to PG&E’s Distribution System shall not exceed ______________________ [INSERT MAXIMUM AMOUNT OF EXPORT CAPACITY].

3.1.2. Customer will set and maintain relay settings as specified by PG&E, as an attachment to this Addendum, if applicable:

    ____ applicable
    ____ not applicable

3.1.3. Customer will meet all requirements specified by PG&E, in the Special Facilities Agreement for items such as a grounding/stabilizing transformer, fault detection schemes, and/or transfer trip as an attachment to this Addendum, if applicable:

    ____ applicable
    ____ not applicable

3.1.4. This Addendum does not provide for, or otherwise obligate PG&E to measure, purchase, transmit, distribute, or store the electrical power delivered to PG&E’s Distribution System by Customer.

3.1.5. The Generating Facility shall be operated with all of Customer’s Protective Functions specified in Section 3 in service whenever the Generating Facility is operated in parallel with PG&E’s Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

3.1.6. Customer shall understand that if PG&E needs to reconfigure the Distribution System and that if after such reconfiguration is complete, a voltage regulation problem arises due to Export by Customer, then Customer will correct, at its cost, Customer’s Generating Facility as may reasonably be necessary to resolve the voltage regulation issue. Customer agrees that until such voltage regulation issue is resolved to PG&E’s reasonable satisfaction, Customer will not be permitted to make Exports to the Distribution System.
3.2. PG&E retains the right, without notice, to require Customer to curtail Export during times of Emergency or under circumstances where such Export might interfere with the safe and reliable operation of the Distribution System.

3.3. Generating Facilities greater than 1 MW may have additional requirements and charges pursuant to applicable California Independent System Operator (CAISO) tariffs.

4. COMPLIANCE

4.1. In the event Customer operates its Generating Facility in a manner that exceeds the parameters for Export established in Section 3 of this Addendum, Customer understands that 1) its Generating Facility will be subject to curtailment or disconnection as provided in PG&E’s Electric Rule 21 Section B.9 for Unsafe Operating Conditions, and 2) PG&E reserves the right to change this Export Addendum to a non-export interconnection at its sole discretion in order to meet system operation or reliability needs, and all interconnection facilities and labor required to enact this change will be at Customer’s expense.

4.2. This Addendum shall at all times be subject to such changes or modifications 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.

5. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused three originals of this Addendum to be executed by their duly authorized representatives.
ELECTRIC FORM NO. 79-1112
Local Government Application for an Arrangement To Take Service on Rate Schedule RES-BCT With Interconnected Eligible Renewable Generation of Not More Than 5 Megawatts

PLEASE SEE ATTACHED FORM
Please note that this application 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 additional questions about the California Solar Initiative (CSI), contact PG&E at solar@pge.com.

Please complete this RES-BCT Application in its entirety

Automated Document, Preliminary Statement Part A
B. **Description of Service** (This Application is being filed for, check all that apply)

- A New Arrangement Application (with existing services).
- A New Arrangement 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).
- For Physical Changes to an interconnected, Eligible Renewable Generating Facility on a Generating Account with previous approval by PG&E (e.g. adding PV panels, changing inverters, or changing load and/or operations).
- For Adding a New Eligible Renewable Generating Facility to an account in an existing Arrangement previously approved by PG&E.
- A Change to the Bill Credit Allocation Percentages for an Existing Arrangement (This includes adding or removing Benefiting Accounts from an existing Arrangement) - see Appendix A. For a reallocation, Local Government only needs to complete a new Appendix A with the reallocation for the RES-BCT accounts. Note, such changes are allowed only once in any 12 month period.

C. **Local Government’s Contact Information**

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<thead>
<tr>
<th>Local Government Name</th>
<th>Contact Person</th>
<th>Title</th>
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<th>Business Phone</th>
<th>Home Phone</th>
<th>Fax</th>
<th>Email</th>
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D. **Other Contact Information** (This information is optional.)

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Company Name</th>
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<th>Fax</th>
<th>Email</th>
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In addition, Local Government authorizes PG&E to release to the California Energy Commission (CEC) information regarding Local Government’s facility, including Local Government’s name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC’s rules and regulations on all accounts identified in Appendix A.

E. Notices - Mailing Instructions and Assistance

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

<table>
<thead>
<tr>
<th>PG&amp;E’S P.O. BOX ADDRESS</th>
<th>PG&amp;E’S STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Gas and Electric Company</td>
<td>Pacific Gas and Electric Company</td>
</tr>
<tr>
<td>Attention: Electric Generation Interconnection</td>
<td>Attention: Electric Generation Interconnection</td>
</tr>
<tr>
<td>Mail Code N7L</td>
<td>Mail Code N7L</td>
</tr>
<tr>
<td>P.O. Box 770000</td>
<td>245 Market St.</td>
</tr>
<tr>
<td>San Francisco, California 94177</td>
<td>San Francisco, California 94105</td>
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</table>

Phone calls and questions may be directed to the Solar Customer Service Center hotline at: 1-877-743-4112 or an electronic application may be submitted to Rule21gen@pge.com

F. Governing Law

This RES-BCT 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.

G. Term Of RES-BCT Application

After receipt of all applicable fees, required documents, and this completed RES-BCT Application, this RES-BCT Application shall become effective on the date of PG&E issues the permission to operate letter. This RES-BCT 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 Local Government takes service with PG&E operating this approved generating facility. This new Local Government will be interconnected subject to the terms and conditions as set forth in Schedule RES-BCT and Rule 21.

H. Governing Authority

This Application 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 RES-BCT Application is Appendix A - Designation of Bill Credits Allocation Percentages to Arrangement Accounts.

J. Appendix B

Attached to this RES-BCT Application is Appendix B – RES-BCT Applicant Certification that it Meets the Definition of a Local Government, as Defined In Public Utilities Section 2830(a). Please read, sign and return Appendix B to PG&E as a part of this RES-BCT Application, certifying that this RES-BCT Application is for a “Local Government” as defined, and that all of the service agreements listed on Appendix A are accounts for this same Local Government.

Local Government Name
(Please Print):

(Signature): ___________________________ Date: __________

Title: ___________________________

A copy of this signed RES-BCT Application should be retained with the “Permission to Operate” letter to confirm project approval.

Please complete this RES-BCT Application in its entirety
LOCAL GOVERNMENT APPLICATION FOR AN ARRANGEMENT TO TAKE SERVICE ON RATE SCHEDULE RES-BCT WITH INTERCONNECTED ELIGIBLE RENEWABLE GENERATION OF NOT MORE THAN 5 MEGAWATTS - Appendix A

Appendix A – Designation of Bill Credit Allocation Percentages to RES-BCT Arrangement Accounts

Section 1 Instructions

1) Complete the section below.

<table>
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<tr>
<th>Local Government Name</th>
<th>Address</th>
<th>Date</th>
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<tr>
<td>Name:</td>
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<tr>
<td>Contact Name:</td>
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<tr>
<td>Contact Title:</td>
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2) Is this application for a new Arrangement or a reallocation for an existing Arrangement? (For an existing Arrangement, Local Governments may not change the Credit Allocation Percentages more frequently than once in any 12 month period.

   This Appendix A to the RES-BCT Application is for an allocation for the initial New Arrangement: ☐

   This Appendix A to the RES-BCT Application is for a reallocation for an existing Arrangement: ☐

3) Please use the attached Appendix A Section 2 page to list all Benefiting Accounts that are located in the Arrangement that will be taking service on RES-BCT. Include the Generating Account, and all Benefiting Accounts.

4) Please note for each row:
   - **Account Type** - check the one box corresponding to the type of account (that is, Generating or Benefiting Account). There must be one Generating Account and at least one Benefiting Account listed. Every row (account) should have one and only one of these 2 boxes checked. *(Required)*. A Rule 21 Application and Interconnection Agreement as described in Section A of the RES-BCT Application will need to be submitted for the Generating Facility. In the “Designated Account…” column, designate the ONE account to which PG&E should apply any remaining true-up credit as described in the RES-BCT Special Condition 2(h). It may not be the generator account.
   - **Account Address** - Provide an address, including unit number, for all Accounts. *(Required)*
   - **Name** - For Generating and Benefiting Accounts, the Account Holder's name must be entered. *(Required)*
   - **PG&E Account Number** - Enter the PG&E Account number for all accounts. *(Required)*
   - **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all accounts. Rate schedule RES-BCT requires Generating and Benefiting Accounts to take service on a bundled, time-of-use (TOU) rate schedule. Please ensure that all services are on TOU rate schedules prior to submitting this RES-BCT Application. *(Required)*
   - **Bill Credit Allocation Percentage** – For each Generating and Benefiting Account listed, enter the Bill Credit Allocation Percentage to the nearest whole percentage. The total of all Bill Credit 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.) Note that no more than 50 Benefiting Accounts may be included in an Arrangement.

Please complete this RES-BCT Application in its entirety

Automated Document, Preliminary Statement Part A
Local Governments are encouraged to not allocate more Bill Credit to an account than will be used annually. If any additional Bill Credit pursuant to RES-BCT Special Condition 2 (c),(d) and (g) remains, PG&E will review the true up bills for the Generating Account and Benefiting Accounts to determine if any charges for the generation component of the energy charge remain to be credited. If yes, PG&E will apply the remaining Bill Credit to the Designated Account. Local Governments are encouraged to not allocate more Bill Credit to an account than will be used annually.

### Section 2

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<tr>
<th>#</th>
<th>Account Type</th>
<th>Account Address (required field)</th>
<th>For Benefiting and Generating Account, List Name on Account, (Required field for All Services)</th>
<th>PG&amp;E Service Agreement ID</th>
<th>(Required field for All Services) Otherwise Applicable Rate Schedule (OAS) under RES-BCT</th>
<th>Bill Credit Allocation Percentage (to the nearest whole percentage)</th>
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Total Bill Credit Allocation Percentage for all accounts over all pages must equal 100%

Project Identification Number ____________________ (for PG&E’s use only)  

Account List - Appendix A Section 2 – Page _______ of ___________

Note 1) The capacity of the Eligible Renewable Generating Facility must not total more than 5 megawatts.
Note 2) There must be no more than 50 Benefiting Accounts in an Arrangement.
Note 3) The Monthly Billing Setup Recovery Charge for the Arrangement from the RES-BCT tariff will be billed to the Generating Account listed, unless otherwise noted.

Please complete this RES-BCT Application in its entirety
Appendix B – RES-BCT Applicant Certification that it Meets the Definition of a Local Government, as Defined In Public Utilities Section 2830(a)

Project Identification Number ____________________ (for PG&E’s use only)

The applicant completing this “Local Government Application for An Arrangement To Take Service on Rate Schedule RES-BCT With Interconnected Eligible Renewable Generation of Not More Than 5 Megawatts” (Application) certifies that it is a Local Government that meets the definition of a “Local Government” as defined in Public Utilities code (PU) Section 2830 (a) (6) and, where applicable, PU Section 2830 (a) (3).

PU Code § 2830 (a) (6) reads as follows:

"Local government" means a city, county, whether general law or chartered, city and county, special district, school district, political subdivision, or other local public agency, but shall not mean a joint powers authority, the state or any agency or department of the state, other than an individual campus of the University of California or the California State University.

And a campus is defined in PU Code 2830 (a) (3) as:

"Campus" means an individual community college campus, individual California State University campus, or individual University of California campus.

In addition applicant certifies that all of the service agreements listed on Appendix A – Designation of Bill Credit Allocation Percentages to RES-BCT Arrangement Accounts are accounts for this same Local Government.

I am duly authorized to make this certification on behalf of the Local Government submitting this RES-BCT Application.

Name: ___________________________________________

Title: ___________________________________________

Authorized Signature: ___________________________

Date: _________________________________________

Please complete this RES-BCT Application in its entirety

Automated Document, Preliminary Statement Part A
RULE 21 GENERATOR
INTERCONNECTION AGREEMENT FOR
EXPORTING GENERATING FACILITIES
INTERCONNECTING UNDER THE FAST
TRACK PROCESS

PG&E
Interconnection Agreement
For an Existing Small Generating Facility
Interconnecting to the Distribution System
Under Rule 21
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   1.2 Purpose
   1.3 No Agreement to Purchase or Deliver Power
   1.4 Limitations
   1.5 Responsibilities of the Parties
   1.6 Parallel Operation Obligations
   1.7 Metering
   1.8 Reactive Power
   1.9 Capitalized Terms

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   3.3 Termination
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7.2 Limitation of Liability
7.3 Indemnity
7.4 Consequential Damages
7.5 Uncontrollable Force
7.6 Default

Article 8. Insurance

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8.3 Notification

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9.2 What Isn’t Confidential and Treatment of Confidential Information

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10.1 Dispute Resolution

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12.5 Entire Agreement
12.6 Multiple Counterparts
12.7 No Partnership
12.8 Severability
12.9 Security Arrangements
12.10 Environmental Releases
12.11 Subcontractors
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13.2 Billing and Payment
13.3 Alternative Forms of Notice
13.4 Designated Operating Representative
13.5 Changes to the Notice Information

Article 14. Signatures

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Attachment 2 – Description of costs of the Generating Facility, Interconnection Facilities, Metering Equipment, and Distribution System Upgrades
Attachment 3 – Description of Generating Facility and Single-line Diagram (Provided by Interconnection Customer)
Attachment 4 – Milestones
Attachment 5 – Additional Operating Requirements for the Distribution Provider’s Distribution System and Affected Systems Needed to Support the Interconnection Customer’s Needs
Attachment 6 – Distribution Provider’s Description of Its Upgrades and Cost Responsibility
PG&E Interconnection Agreement for an Existing Small Generating Facility Connecting to the Distribution System, Under Rule 21

This Interconnection Agreement ("Agreement" or "Interconnection Agreement For An Existing Small Generating Facility") is made and entered into this ______ day of ______, ________, by PACIFIC GAS AND ELECTRIC COMPANY ("Distribution Provider"), and ________________________________ ("Interconnection Customer") each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties.”

Distribution Provider Information

[Contact Information to be supplied]

Interconnection Customer Information

[Contact Information to be supplied]

Interconnection Customer Application No:

PG&E Log ID ___________________Queue# __________-RD

WHEREAS, the effective date of the Qualifying Facility and Combined Heat and Power Program Settlement Agreement ("QF Settlement") is expected to be November 23, 2011;

WHEREAS, Interconnection Customer has a net capacity of 20 MW or less and is already interconnected to the Distribution System ("Existing Small Generating Facility");

WHEREAS, Interconnection Customer is a Qualifying Facility ("QF") selling all of its exports to the grid to the Distribution Provider under a power purchase agreement
RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

("PPA") entered into pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA");

WHEREAS, the Parties’ existing PURPA PPA will terminate and be replaced with another PURPA PPA; and

WHEREAS, the Parties’ existing interconnection agreement will be extinguished with the termination of the existing PURPA PPA and the Parties desire to replace it with this Agreement;

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1. Applicability

This Agreement shall be used for the Interconnection of an Existing Small Generating Facility that has a net capacity of 20 MW or less, and is already interconnected to the Distribution System as a QF selling all of its exports to the grid to the Distribution Provider under a PURPA PPA that will expire on ________________ (date) and thereafter will be replaced with another PURPA PPA with the Distribution Provider.

1.2. Purpose

This Agreement incorporates in its entirety the Distribution Provider’s California Public Utilities Commission (“CPUC”) approved Electric Rule 21 ("Rule 21"), subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer’s Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider’s Distribution System. In the event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3. No Agreement to Purchase or Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.
1.4. **Limitations**

Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5. **Responsibilities of the Parties**

1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System and Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.

1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider or any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.

1.5.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective
sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Distribution and Transmission Systems, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6. The Distribution Provider shall coordinate with all Affected Systems to support the interconnection.

1.5.7. The Interconnection Customer shall maintain QF status during the term of this Agreement.

1.6. Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution Systems and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7. Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Nothing in this provision replaces or alters the metering requirements in the Interconnection Customer’s PPA.

1.8. Reactive Power

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and Small Generating Facility shall be capable of operating within a power factor range from 0.9 leading to 0.9 lagging unless the Distribution Provider has established different...
requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider’s Distribution System.

1.9. **Capitalized Terms**

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

**Article 2. Inspection, Testing, Authorization, and Right of Access**

2.1. **Equipment Testing and Inspection**

2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.

2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer’s written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2. **Authorization Required Prior to Parallel Operation**
2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3. **Right of Access**

2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3. Each Party shall be responsible for its own costs associated with following this article.

**Article 3. Effective Date, Term, Termination, and Disconnection**
3.1. **Effective Date**

This Agreement shall become effective upon execution by the Parties or the termination of Interconnection Customer’s existing interconnection agreement.

3.2. **Term of Agreement**

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ______ from the Effective Date or such other longer period as Parties may agree and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3. **Termination**

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1. The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider 20 Business Days written notice.

3.3.2. Either Party may terminate this Agreement after Default pursuant to article 7.6. In addition, the Distribution Provider may terminate this Agreement if Interconnection Customer fails to maintain its QF status for the term of this Agreement or upon termination of Interconnection Customer’s PURPA PPA.

3.3.2.1. Interconnection Customer is responsible for maintaining its QF status and must notify Distribution Provider sixty (60) days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the California Independent System Operator Corporation (“CAISO”), including penalties incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.

3.3.3. Upon termination of this Agreement, the Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-
terminating Party’s Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

3.3.4. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5. This provisions of this article shall survive termination or expiration of this Agreement.

3.3.6. If the Generating Facility no longer falls within the scope and description provided in Section 1.1 of this Agreement, this Agreement is terminated.

3.4. **Temporary Disconnection**

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1. Emergency Conditions - “Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected Systems; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.
3.4.2. Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3. Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4. Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may disconnect the Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.
3.4.5. Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6. Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

4.2. Distribution Upgrades
Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2. Network Upgrades

The Distribution Provider or the Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

5.3. (Intentionally Omitted).

5.4. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security
6.1. **Billing and Payment Procedures and Final Accounting**

6.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.2. **Milestones**

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than an Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

**Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default**

7.1. **Assignment**

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;
7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.

7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2. 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, except as authorized by this Agreement.

7.3. Indemnity

7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume
the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4. **Consequential Damages**

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. **Uncontrollable Force**

7.5.1. As used in this article, an Uncontrollable Force shall mean “any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.”
7.5.2. If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event ("Affected Party") shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6. Default

7.6.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.
Article 8. Insurance

8.1. General Liability and Additional Insurance

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider’s commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider’s liabilities undertaken pursuant to this Agreement.

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1. Definition of Confidential Information

Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated “Confidential.” For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection
Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2. **Treatment of Confidential Information**

Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1. Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2. Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

**Article 10. Disputes**

10.1. **Dispute Resolution**

Any dispute arising between the Parties regarding a Party’s performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

**Article 11. Taxes**

11.1. **Applicable Tax Laws and Regulations**

The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service requirements.

11.2. **Maintenance of Tax Status**
Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4. Waiver

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from
12.5. **Entire Agreement**

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6. **Multiple Counterparts**

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7. **No Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. **Severability**

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9. **Security Arrangements**

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for
system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor’s insurance.

12.12. CPUC Modifications
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.

12.13. Review of Records and Data

12.13.1. Distribution Provider shall have the right to review and obtain copies of Interconnection Customer'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 Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.

12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission ("CEC"), the CAISO and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's, CAISO's or CPUC's rules and regulations.

Article 13. Notices

13.1. General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

[Contact Information to be supplied]
If to the Distribution Provider:

[Contact Information to be supplied]

13.2.  Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:

[Contact Information to be supplied]

Distribution Provider:

[Contact Information to be supplied]

13.3.  Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:
If to the Interconnection Customer:

[Contact Information to be supplied]

If to the Distribution Provider:

[Contact Information to be supplied]

13.4. **Designated Operating Representative**

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party’s facilities.

Interconnection Customer’s Operating Representative:

[Contact Information to be supplied]
13.5. Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

_________________________  ____________________________
(Interconnection Company Name)  (Distribution Provider Company Name)

_________________________  ____________________________
(Signature)  (SIGNATURE)

_________________________  ____________________________
(Print Name)  (PRINT NAME)

_________________________  ____________________________
(Title)  (TITLE)

_________________________  ____________________________
(Date)  (DATE)
Glossary of Terms

**Affected System** – An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Business Day** – Monday through Friday, excluding Federal Holidays.

**Contact Information** – Contact Information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

**Default** – The failure of a breaching Party to cure its Breach under the Interconnection Agreement For An Existing Small Generating Facility.

**Distribution Owner** – The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Interconnection Agreement For An Existing Small Generating Facility to the extent necessary.

**Distribution Provider** – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

**Distribution System** – Those non- California Independent System Operator Corporation ("CAISO") transmission and distribution facilities owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.
Distribution Upgrades – The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

Generating Facility – The Interconnection Customer's device for the production of electricity identified in Attachment 2 of the Interconnection Agreement For An Existing Small Generating Facility, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer – Any entity, including the Distribution Provider, the Distribution Owner or any of the affiliates or subsidiaries of either, that interconnected its Generating Facility with the Distribution Provider's Distribution System. The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Facilities – The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.
Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.

Network Upgrades – Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Interconnection Agreement For An Existing Small Generating Facility.

Party or Parties – The Distribution Provider, Distribution Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement For An Existing Small Generating Facility, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Transmission System – Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

Upgrades – The required additions and modifications to the Distribution Provider's Distribution System and Transmission System, at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.
Description of the Generating Facility, Interconnection Facilities, Metering Equipment and Distribution System Upgrades

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.
Description Of Generating Facility
And Single-Line Diagram,
(Provided by Producer)
## Milestones

In-Service Date: ____________________________________________

Critical milestones and responsibility as agreed to by the Parties:

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<th>Milestone</th>
<th>Date</th>
<th>Responsible Parties</th>
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Agreed to by:

For the Distribution Provider:

_________________________________________________________________ Date ____________________________

For the Transmission Owner (if applicable):

_________________________________________________________________ Date ____________________________

For the Interconnection Customer:

_________________________________________________________________ Date ____________________________
Additional Operating Requirements for the Distribution Provider’s Distribution System, and Affected Systems Needed to Support the Interconnection Customer’s Needs

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer for parallel operation with the Distribution Provider's Distribution System.
Distribution Provider's Description of its Upgrades and Cost Responsibility

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related. Alternatively, Attachments 2 and 6 can be combined in order to accommodate incorporation of the Interconnection Customer’s existing agreement (i.e., Special Facilities Agreement or SFA) for the financing and ownership of facilities for this interconnection.
ELECTRIC SAMPLE FORM 79-1144

Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities
Interconnecting Under the Fast Track Process

Advice Letter No: 4674-E

Issued by
Steven Malnight
Senior Vice President
Regulatory Affairs

Date Filed
July 24, 2015

Effective
August 23, 2015

Resolution No.
1C7
RULE 21

GENERATOR INTERCONNECTION AGREEMENT

FOR

EXPORTING GENERATING FACILITIES INTERCONNECTING

UNDER THE FAST TRACK PROCESS

BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY

AND

[CUSTOMER NAME]

FOR PROJECT:

[Project Name]

[City, State Zip]

[PG&E Log I.D]

[Queue# XXXX-RD]
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Attachment 6 – Distribution Provider's Description of its Upgrades and Cost Responsibility
This Interconnection Agreement ("Agreement" or "GIA") is made and entered into this ______ day of ______________________, 20__, by ______________________________________ ("Distribution Provider"), and _____________________________________________________ ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Distribution Provider Information

[Contact information to be supplied]

Interconnection Customer Information

[Contact information to be supplied]

Interconnection Customer Application No: _____________

WHEREAS, Interconnection Customer proposes to interconnect to the Distribution System;

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a Qualifying Facility ("QF") and will sell all of its exports to the grid to the Distribution Provider under a power purchase agreement ("PPA") entered into pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA"); or

WHEREAS, the basis for the Parties entering into this Agreement is:

(Insert Description or N/A)

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:
Article 1. Scope and Limitations of Agreement

1.1. Applicability

This Agreement shall be used for an interconnection governed by the Distribution Provider’s California Public Utilities Commission (“CPUC”) approved Electric Rule 21 (“Rule 21”) of a Generating Facility that sells all of its exports to the grid to the Distribution Provider. This Agreement is not applicable to NEM Producers, Non-Export Producers and non-compensated exporting Producers.

1.2. Purpose

This Agreement incorporates in its entirety the Distribution Provider’s California Public Utilities Commission (“CPUC”) approved Electric Rule 21 (“Rule 21”), subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer’s Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider’s Distribution System. In the event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3. No Agreement to Purchase of Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer’s power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.

1.4. Limitations

Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5. Responsibilities of the Parties

1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer’s recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.
1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System, Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.

1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider and any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

1.5.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Transmission System, Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6. The Distribution Provider shall coordinate with Affected Systems to support the interconnection.

1.5.7. The Interconnection Customer shall maintain QF status during the term of this Agreement.

1.6. Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.
1.7. **Metering**

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Nothing in this provision replaces or alters the metering requirements in the Interconnection Customer's PPA.

1.8. **Reactive Power**

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider’s Distribution System.

1.9. **Capitalized Terms**

Capitalized Terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

**Article 2. Inspection, Testing, Authorization, and Right of Access**

2.1. **Equipment Testing and Inspection**

2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution
Provider a written test report when such testing and inspection is completed.

2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2. Authorization Required Prior to Parallel Operation

2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3. Right of Access

2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first operates in parallel to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five (5) Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any
reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3. Costs associated with this Article are subject to the relevant provisions of Rule 21.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1. Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2. Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ______ years from the Effective Date or such other longer period as the Parties may agree and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3. Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1. The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider twenty (20) Business Days written notice.

3.3.2. Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3. In addition, if the basis for Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining QF status and selling all its exports to the grid to Distribution Provider under a PURPA PPA, then this provision applies and Distribution Provider may terminate this Agreement if Interconnection Customer fails to maintain its QF status for the term of this Agreement or upon termination of Interconnection Customer’s PURPA PPA.

3.3.3.1. If Section 3.3.3 applies, Interconnection Customer is responsible for maintaining QF status and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer
fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the California Independent System Operator Corporation ("CAISO"), including penalties and charges incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.

3.3.3.2. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.

3.3.4. Upon termination of this Agreement, the Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

3.3.5. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.6. This provisions of this article shall survive termination or expiration of this Agreement.

3.3.7. If the Generating Facility no longer falls within the scope and description provided in Section 1.1 of this Agreement, this Agreement is terminated.

3.4. Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1. Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected Systems(s); or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and
temporarily disconnect the Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2. Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3. Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4. Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect
within a reasonable time, the Distribution Provider may disconnect the Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5. Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6. Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.
4.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 5.2.1 directs otherwise.

5.2.1. Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff, currently Section 12.3.2 of Appendix Y, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a
repayment of such payment pursuant to this subparagraph. The
Interconnection Customer may assign such repayment rights to any
person. To the extent that the CAISO Tariff does not provide for cash
repayment to interconnection customers for contribution to the cost of
Network Upgrades, Interconnection Customer is not entitled to a cash
repayment for amounts paid to the Distribution Provider and Affected
System operator for Network Upgrades, and no cash repayment shall be
made pursuant to this Agreement.

5.2.1.1. If the Interconnection Customer is entitled to a cash repayment
pursuant to Article 5.2.1, the Interconnection Customer, the
Distribution Provider, and any applicable Affected System
operators may adopt any alternative payment schedule that is
mutually agreeable so long as the Distribution Provider and said
Affected System operators take one of the following actions no
later than five years from the Commercial Operation Date: (1)
return to the Interconnection Customer any amounts advanced
for Network Upgrades not previously repaid, or (2) declare in
writing that the Distribution Provider or any applicable Affected
System operators will continue to provide payments to the
Interconnection Customer on a dollar-for-dollar basis for the non-
usage sensitive portion of transmission charges, or develop an
alternative schedule that is mutually agreeable and provides for
the return of all amounts advanced for Network Upgrades not
previously repaid; however, full reimbursement shall not extend
beyond twenty (20) years from the commercial operation date.

5.2.1.2. If the Generating Facility fails to achieve commercial operation,
but it or another generating facility is later constructed and
requires use of the Network Upgrades, the Distribution Provider
and Affected System operator shall at that time reimburse the
Interconnection Customer for the amounts advanced for the
Network Upgrades if the Interconnection Customer is entitled to
a cash repayment pursuant to Article 5.2.1. Before any such
reimbursement can occur, the Interconnection Customer, or the
entity that ultimately constructs the generating facility, if different,
is responsible for identifying the entity to which reimbursement
must be made.

5.3. [Intentionally Omitted]

5.4. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be
construed as relinquishing or foreclosing any rights, including but not limited to
firm transmission rights, capacity rights, transmission congestion rights, or
transmission credits, that the Interconnection Customer shall be entitled to, now
or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1. Billing and Payment Procedures and Final Accounting

6.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs, including any applicable taxes, of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2. Within three months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2. Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm.
from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3. Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Distribution Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Distribution Provider under this Agreement during its term. In addition:

6.3.1. The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2. The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Distribution Provider and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default

7.1. Assignment

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice and opportunity to object by the other Party; provided that:

7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;
7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.

7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2. 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, except as authorized by this Agreement.

7.3. Indemnity

7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4. Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. Uncontrollable Force

7.5.1. As used in this article, an Uncontrollable Force Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force."

7.5.2. If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the...
Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6. Default

7.6.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1. General Liability and Additional Insurance

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in
effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten (10) Business Days prior to the anticipated Parallel Operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider’s commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider’s liabilities undertaken pursuant to this Agreement.

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1. Definition of Confidential Information

The confidentiality provisions applicable to this Agreement are set forth in Section D.7, Confidentiality of Rule 21 and in the following provisions included in this Article.

9.1.1. Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

9.1.2. Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be
deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

9.1.3. No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.1.4. Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

9.1.5. Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.1.6. Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive
remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

Article 10. Disputes

10.1. Dispute Resolution

Any dispute arising between the Parties regarding a Party’s performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 11. Taxes

11.1. Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

11.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party’s tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider’s tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
12.2. **Amendment**

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. **No Third-Party Beneficiaries**

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4. **Waiver**

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5. **Entire Agreement**

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6. **Multiple Counterparts**

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
12.7. **No Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. **Severability**

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9. **Security Arrangements**

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. **Environmental Releases**

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. **Subcontractors**

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.
12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor’s insurance.

12.12. CPUC Modification

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.

12.13. Review of Records and Data

12.13.1. The Distribution Provider shall have the right to review and obtain copies of Interconnection Customer’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 Interconnection Customer’s Generating Facility or its interconnection with Distribution Provider’s Distribution System.

12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission (“CEC”), the CAISO, and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer’s name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC’s, CAISO’s, or CPUC’s rules and regulations.

Article 13. Notices

13.1. General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national
curier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:
[Contact information to be supplied]

If to the Distribution Provider:
[Contact information to be supplied]

13.2. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:
[Contact information to be supplied]

Distribution Provider
[Contact information to be supplied]

13.3. Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:
If to the Interconnection Customer:
[Contact information to be supplied]

If to the Distribution Provider:
[Contact information to be supplied]

13.4. **Designated Operating Representative**

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party’s facilities.

Interconnection Customer’s Operating Representative:
[Contact information to be supplied]

Distribution Provider’s Operating Representative:
[Contact information to be supplied]

13.5. **Changes to the Notice Information**

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.
Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

________________________________________________________________________  ______________________________________________________________________
(Interconnection Customer Name)                                                (Distribution Provider Name)
________________________________________________________________________  ______________________________________________________________________
(Signature)                                                                  (Signature)
________________________________________________________________________  ______________________________________________________________________
(Print Name)                                                                 (Print Name)
________________________________________________________________________  ______________________________________________________________________
(Title)                                                                    (Title)
________________________________________________________________________  ______________________________________________________________________
(Date)                                                                    (Date)
Glossary of Terms

**Affected System** - An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

**Applicable Laws and Regulations** - All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Business Day** - Monday through Friday, excluding Federal and State Holidays.

**Contact Information** – Contact information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

**Default** - The failure of a breaching Party to cure its breach under the Agreement.

**Distribution Owner** - The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Agreement to the extent necessary.

**Distribution Provider** - The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

**Distribution System** - Those non-CAISO transmission and distribution facilities, owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

**Distribution Upgrades** - The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

**Fast Track Process** - The interconnection study process set forth in Section F.2 of Rule 21.
Generating Facility - The Interconnection Customer’s device for the production or storage of electricity identified in Attachment 2 of the Agreement, but shall not include the Interconnection Customer’s Interconnection Facilities.

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority - Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer - Any entity, including the Distribution Provider, Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider’s Distribution System. The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Facilities - The Distribution Provider’s Interconnection Facilities and the Interconnection Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider’s Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider’s website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this Agreement shall govern.

Network Upgrades - Additions, modifications, and upgrades to the Distribution Provider’s Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider’s Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider’s Distribution System. Network Upgrades do not
include Distribution Upgrades.

**Operating Requirements** - Any operating and technical requirements that may be applicable due to Regional Transmission Organization, the CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Agreement.

**Party or Parties** - The Distribution Provider, Distribution Owner, Interconnection Customer, Producer or any combination of the above.

**Point of Interconnection** - The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

**Reasonable Efforts** - With respect to an action required to be attempted or taken by a Party under the Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Transmission System** - Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

**Upgrades** - The required additions and modifications to the Distribution Provider's Distribution System and Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.
Attachment 2

Description and Costs of the Generating Facility, Interconnection Facilities and Metering Equipment

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.
One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades
## Milestones

In-Service Date: ________________

Critical milestones and responsibility as agreed to by the Parties:

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Agreed to by:

For the Distribution Provider ____________________________ Date __________

For the Distribution Owner (If Applicable) _________________ Date __________

For the Interconnection Customer __________________________ Date __________
Additional Operating Requirements for the Distribution Provider's Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Distribution Provider's Distribution System.
Distribution Provider's Description of its Upgrades and Cost Responsibility

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.
ELECTRIC SAMPLE FORM 79-1161

RULE 21 - GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

Please Refer to Attached Sample Form
RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER STUDY PROCESS

RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION GROUP STUDY, OR TRANSMISSION CLUSTER STUDY PROCESS

BETWEEN

[INTERCONNECTION CUSTOMER]

AND

PACIFIC GAS AND ELECTRIC COMPANY

PROJECT: [PROJECT NAME]

Log #: __________ and Queue # __________
# RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

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GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT ("GIA" or "Agreement") is made and entered into this ____ day of ___________ 20__, by and between ______________________, a ____________________________ organized and existing under the laws of the State/Commonwealth of ________________ ("Interconnection Customer" with a Generating Facility), and Pacific Gas and Electric Company, a corporation organized and existing under the laws of the State of California ("Distribution Provider and/or Distribution Owner"). Interconnection Customer and Distribution Provider each may be referred to as a “Party” or collectively as the “Parties.” This Agreement shall be used for interconnection to the Distribution System through the Independent Study Process or Distribution Group Study Process in the Distribution Provider’s California Public Utilities Commission (“CPUC” or “Commission”) approved Electric Rule 21 (“Rule 21”). This Agreement may also be used for interconnection to the Distribution System through the Transmission Cluster Study Process if FERC has approved changes to the Generator Interconnection Procedures set forth in the Distribution Provider’s WDT which allow Interconnection Customer to sign this Agreement.

WHEREAS, Distribution Provider operates the Distribution System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Distribution Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Distribution System; and,

WHEREAS, the Interconnection Customer’s Interconnection Request was studied under the __ Independent Study Process, __ Distribution Group Study Process, or __ Transmission Cluster Study Process [check one]; and,

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a Qualifying Facility ("QF") and will sell all of its exports to the grid to the Distribution Provider under a power purchase agreement (“PPA”) entered into pursuant to the Public Utility Regulatory Policies Act of 1978 (“PURPA”); or, the basis for the Parties entering into this Agreement is: ________________________________

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:
When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or in Rule 21 or in the Distribution Provider’s WDT.

Article 1. Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety, power quality, and reliability of the electric system.

Affected System shall mean an electric system other than the Distribution Provider’s Distribution System or Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Distribution Provider’s Distribution System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Distribution System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.

Applicant shall mean the entity submitting an Interconnection Request pursuant to Rule 21.
Base Case shall mean data including, but not limited to, base case power flow, short circuit, and dynamic/stability data bases, underlying load, generation, and transmission facility assumptions, contingency lists, including relevant special protection systems, and transmission diagrams used to perform the Interconnection Studies. The Base Case may include Critical Energy Infrastructure Information (as that term is defined by FERC). The Base Case shall include (a) transmission facilities as approved by the Distribution Provider or CAISO, as applicable, (b) planned distribution upgrades that may have an impact on the Interconnection Request, (c) Distribution Upgrades and Network Upgrades associated with generating facilities in (iv) below, and (d) generating facilities that (i) are directly interconnected to the Distribution System or CAISO Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to the Distribution System, Transmission System, or an Affected System; or (iv) are not interconnected to the Distribution System or CAISO Grid, but are subject to a fully executed generator interconnection agreement (or its equivalent predecessor agreement) or for which an unexecuted generator interconnection agreement (or its equivalent predecessor agreement) has been requested to be filed with FERC.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the GIA.

Breaching Party shall mean a Party that is in Breach of the GIA.

Business Day shall mean Monday through Friday, excluding Federal and State Holidays.

CAISO shall mean the California Independent System Operator Corporation, a state-chartered, nonprofit, corporation that controls certain transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.

CAISO Grid shall mean the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the CAISO’s Operational Control.

CAISO Tariff shall mean the California Independent System Operator Corporation Operating Agreement and Tariff, as it may be modified from time to time, and accepted by the FERC.

CAISO’s Generator Interconnection Procedures (CAISO Tariff GIP) shall mean the procedures included in the CAISO Tariff to interconnect a Generating Facility directly to the CAISO Grid, as such procedures may be modified from time to time, and accepted by FERC.
Calendar Day shall mean any day including Saturday, Sunday or a Federal and State Holiday.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity, excluding electricity generated during period which the Producer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Commercial Operation Date shall mean the date on which a Generator at a Generating Facility commences Commercial Operation as agreed to by the Parties.

Commissioning Testing shall mean testing performed during the commissioning of all or part of a Generating Facility pursuant to Rule 21.

Confidential Information: See Rule 21 Section D.7 and Article 22 of this GIA.

Construction Activities shall mean actions by the Distribution Provider that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer that occur after receipt of all appropriate governmental approvals needed for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Control Area shall mean Control Area as defined in the CAISO Tariff.

Customer shall mean the entity that receives or is entitled to receive Distribution Service through Distribution Provider’s Distribution System or is a retail Customer of Distribution Provider connected to the Transmission System.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the GIA.

Detailed Study Agreement shall mean the agreement entered into by the Interconnection Customer and Distribution Provider which sets forth the Parties’ agreement to perform Interconnection Studies under the Independent Study Process or the Distribution Group Study Process.

DGS Phase I Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.i.
DGS Phase II Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.ii.

Distribution Group Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.c.

Distribution Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the GIA to the extent necessary.

Distribution Provider shall mean Pacific Gas and Electric Company.

Distribution Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Distribution Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the GIA, including any modifications, additions or upgrades to such facilities and equipment. Distribution Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Distribution Service shall mean the service of delivering energy over the Distribution System pursuant to the approved tariffs of the Distribution Provider other than services directly related to the Interconnection of a Generating Facility under Rule 21.

Distribution System shall mean all electric wires, equipment, and other facilities owned, controlled and operated by the Distribution Provider, other than Interconnection Facilities or the Transmission System, by which Distribution Provider provides Distribution Service to its Customers.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Distribution Service. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the GIA becomes effective upon execution by the Parties.

Emergency shall mean whenever in Distribution Provider’s discretion an Unsafe Operating Condition or other hazardous condition exists or whenever access is necessary for emergency service restoration, and such immediate action is necessary to protect persons, Distribution Provider’s facilities or property of others from damage or interference caused by Interconnection Customer’s Generating Facility, or the failure of
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protective device to operate properly, or a malfunction of any electrical system equipment or a component part thereof.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Distribution Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources. Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission or its successor.

Full Capacity Deliverability Status shall be as defined in the CAISO Tariff.

Generating Facility shall mean all generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power, including storage.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple Generators.

Generator shall mean a device converting mechanical, chemical, or solar energy into electrical energy, including all of its protective and control functions and structural appurtenances. One or more Generators comprise a Generating Facility.

Generator Interconnection Agreement (GIA) shall mean the agreement between Distribution Provider and the Producer providing for the Interconnection of a Generating Facility that give certain rights and obligations to effect or end Interconnection.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility set forth in Attachment I of the Distribution Provider’s WDT subject to any modifications FERC may direct in the exercise of its jurisdiction.

Generator Interconnection Study Process Agreement shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Generating Facility under the Transmission Cluster Study Process, a pro forma version of which is set forth in Attachment 6 of the GIP.
Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Distribution Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Independent Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.b. Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the estimated date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities.

Interconnection; Interconnected shall mean the physical connection of a Generating Facility in accordance with the requirements of Rule 21 so that Parallel Operation with Distribution Provider's Distribution or Transmission System can occur (has occurred).
Interconnection Customer: The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Customer’s Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider’s Distribution System. Interconnection Customer’s Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately. Interconnection Facilities may be owned by either the Producer or the Distribution Provider.

Interconnection Facilities Study shall mean a study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process to determine a list of facilities (including Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Distribution Provider’s Distribution or Transmission System. The scope of the study is defined in Rule 21 Section G.3.c.


Interconnection Handbook shall mean a handbook, developed by the Distribution Provider and posted on the Distribution Provider’s website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System; as such handbook may be modified or superseded from time to time. Distribution Provider’s standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this GIA shall govern.

Interconnection Request shall mean an Applicant’s request to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification
to the operating characteristics of, an existing Generating Facility that is interconnected with the Distribution Provider's Distribution or Transmission System.

**Interconnection Service** shall mean the service provided by the Distribution Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Distribution Provider's Distribution System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the GIA and, if applicable, the Distribution Provider's Rule 21.

**Interconnection Study** shall mean a study to establish the requirements for Interconnection of a Generating Facility with Distribution Provider's Distribution System or Transmission System, pursuant to Rule 21. For an Applicant in the Transmission Cluster Study Process, this shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 4.8 of the GIP. For an Applicant in the Distribution Group Study Process, this shall mean any of the following studies: the DGS Phase I Interconnection Study and the DGS Phase II Interconnection Study. For an Applicant in the Independent Study Process, this shall mean any of the following studies: the Interconnection System Impact Study and the Interconnection Facilities Study.

**Interconnection System Impact Study** shall mean an engineering study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process that evaluates the impact of the proposed interconnection on the safety and reliability of Distribution Provider's Distribution System and/or Transmission System and, if applicable, an Affected System. The scope of the study is defined in Rule 21 Section G.3.c.

**IRS** shall mean the Internal Revenue Service.

**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

**Material Modification** shall mean those modifications that have a material impact on cost or timing of any Interconnection Request with the same or a later queue priority date or a change in Point of Interconnection. A Material Modification does not include a change in ownership of a Generating Facility.
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**Metering** shall mean the measurement of electrical power in kilowatts (kW) and/or energy in kilowatt-hours (kWh), and if necessary, reactive power in kVAR at a point, and its display to Distribution Provider, as required by Rule 21.

**Metering Equipment** shall mean all equipment, hardware, software, including meter cabinets, conduit, etc., that are necessary for Metering.

**NERC** shall mean the North American Electric Reliability Corporation or its successor organization.

**Network Upgrades** shall mean Network Upgrades as defined by the CAISO Tariff.

**Operational Control** shall mean the rights of the CAISO under the Transmission Control Agreement and the CAISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

**Parallel Operation** shall mean the simultaneous operation of a Generator with power delivered or received by Distribution Provider while Interconnected. For the purpose of Rule 21, Parallel Operation includes only those Generating Facilities that are interconnected with Distribution Provider’s Distribution or Transmission System for more than 60 cycles (one second).

**Participating Transmission Owner** shall mean an entity which (i) owns, operates, and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (ii) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid.

**Party or Parties** shall mean Producer and/or Distribution Provider.

**Phase I Interconnection Study** shall mean an engineering study for Applicants in the Transmission Cluster Study Process as defined in the WDT.

**Phase II Interconnection Study** shall mean an engineering and operational study for Applicants in the Transmission Cluster Study Process conducted by the Distribution Provider to determine the Point of Interconnection and a list of facilities (including Distribution Provider’s Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the estimated cost of those facilities, the costs allocated to each project, and the estimated time required to
interconnect the Generating Facility(ies) with the Distribution System. The portion of the study required to evaluate the impacts on the CAISO Grid will be coordinated with the CAISO and will be completed in a manner consistent with the CAISO Tariff GIP.

**Point of Change of Ownership** shall mean the point, as set forth in Appendix A to the GIA, where the Interconnection Customer's Interconnection Facilities connect to the Distribution Provider's Interconnection Facilities.

**Point of Interconnection** shall mean the point where the Interconnection Facilities connect with Distribution Provider's Distribution or Transmission System. This may or may not be coincident with the Point of Common Coupling.

**Pre-Construction Activities** shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section F.3.f. of Rule 21 or Section 6 of the GIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

**Producer** shall mean the entity that executes a GIA with Distribution Provider. Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Generator Interconnection Agreement.

**Qualifying Facility (QF)** shall mean a qualifying cogeneration facility or qualifying small power production facility, as defined in the Code of Federal Regulations, Title 18, Part 292 (18 C.F.R.§292).

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the GIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Results Meeting** for Applicants in the Transmission Cluster Study Process shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 4.11 of the GIP. Results Meeting for Applicants in the Distribution Group Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to discuss either the results of the DGS Phase I Interconnection Study as set forth in Rule 21 Section F.3.c.v. or the results of the DGS Phase II Interconnection
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Study as set forth in Rule 21 Section F.3.c.xi. Results Meeting for Applicants in the Independent Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to discuss either the results of the Interconnection System Impact Study as set forth in Rule 21 Section 3.b.iii, or the results of the Interconnection Facilities Study as set forth in Rule 21 Section 3.b.ix.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Distribution Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the GIA.

System Integrity shall mean the condition under which Distribution Provider’s Distribution and Transmission System is deemed safe and can reliably perform its intended functions in accordance with the safety and reliability rules of Distribution Provider.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Distribution Provider’s Distribution System, the CAISO Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Distribution Provider’s Distribution System, the CAISO Controlled Grid or on other delivery systems or other generating systems to which the Distribution Provider’s Distribution System and Transmission System is directly connected.


Transmission Control Agreement shall mean CAISO FERC Electric Tariff No. 7, as it may be modified from time to time, and accepted by the FERC, or any successor agreement.

Transmission System shall mean those transmission facilities owned by the Distribution Provider that have been placed under the CAISO’s Operational Control and are part of the CAISO Grid, as defined in the CAISO Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Uncontrollable Force shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage
or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.

Unsafe Operating Conditions shall mean conditions that, if left uncorrected, could result in harm to personnel, damage to equipment, loss of System Integrity or operation outside pre-established parameters required by the Generator Interconnection Agreement.

WDT shall mean the Wholesale Distribution Tariff, the Distribution Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Article 2. Effective Date, Term, and Termination

2.1. Effective Date. This GIA shall become effective upon execution by the Parties.

2.2. Term of Agreement. Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of _______ (xx) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3. Termination Procedures.

2.3.1. Written Notice. This GIA may be terminated by Interconnection Customer after giving Distribution Provider ninety (90) Calendar Days advance written notice, or by Distribution Provider after the Generating Facility permanently ceases Commercial Operation.

2.3.2. Default. Either Party may terminate this GIA in accordance with Article 17.

2.3.3. QF Status. If Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining QF status and selling all its exports to the grid to Distribution Provider under a PURPA PPA, then this provision applies and Distribution Provider may terminate this GIA if Interconnection Customer fails to maintain its QF status for the term of this GIA or upon termination of the Interconnection Customer’s PURPA PPA.
2.3.3.1. If Section 2.3.3 applies, the Interconnection Customer is responsible for maintaining QF status and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the CAISO, including penalties and charges incurred by the Distribution Provider as a result of this failure to notify the Distribution Provider.

2.3.4. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.

2.3.5. Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.

2.4. Termination Costs. If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the non-terminating Party's receipt of such notice of termination, that are the responsibility of the Party under this GIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA:

2.4.1. With respect to any portion of Distribution Provider's Interconnection Facilities that have not yet been constructed or installed, Distribution Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Distribution Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Distribution Provider for any or all such costs of materials or equipment not taken by
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Interconnection Customer, Distribution Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Distribution Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA or its GIA is terminated pursuant to Article 2.3 above, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2. Distribution Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Distribution Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3. With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5. Disconnection. Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party’s Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

2.6. Survival. This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.
Article 3. [Intentionally Omitted]

Article 4. Scope of Service

4.1. **Interconnection Service.** Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Distribution System and be eligible to deliver the Generating Facility’s output using the capacity of the Distribution System to the CAISO Grid. To the extent Interconnection Customer wants to receive Interconnection Service, Distribution Provider shall construct facilities identified in Appendices A and C that the Distribution Provider is responsible to construct.

4.2. **Provision of Service.** Distribution Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.

4.3. **Performance Standards.** Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this GIA for its compliance therewith. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the GIA.

4.4. **No Distribution Service or Transmission Service.** The execution of this GIA does not constitute a request for, or the provision of, Distribution Service under any tariff or transmission service under any tariff.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

5.1. **Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Option to Build set forth below for completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.

5.1.1. **Standard Option.** Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities and Distribution Upgrades using Reasonable Efforts to complete Distribution
Provider's Interconnection Facilities and Distribution Upgrades by the dates set forth in Appendix B, Milestones. Network Upgrades shall be designed, procured, and constructed in accordance with the CAISO Tariff using Reasonable Efforts to complete Network Upgrades by the dates set forth in Appendix B, Milestones. Distribution Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2. [Intentionally Omitted]

5.1.3. **Option to Build.** If the dates designated by Interconnection Customer are not acceptable to Distribution Provider and if the Parties agree, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades. Interconnection Customer's Option to Build and any design, procurement, and construction pursuant to this option shall be subject to the approval of Distribution Provider and the provisions of Rule 21 Section I. Distribution Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option. If Distribution Provider does not approve Interconnection Customer's Option to Build, the Standard Option applies.

5.2. **General Conditions Applicable to Option to Build.** If Interconnection Customer assumes responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades,

(1) Interconnection Customer shall engineer, procure equipment, and construct Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility
Practice and using standards and specifications provided in advance by Distribution Provider;

(2) Interconnection Customer’s engineering, procurement and construction of Distribution Provider’s Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Distribution Provider would be subject in the engineering, procurement or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Distribution Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(4) Prior to commencement of construction, Interconnection Customer shall provide to Distribution Provider a schedule for construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Distribution Provider;

(5) At any time during construction, Distribution Provider shall have the right to gain unrestricted access to Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Distribution Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Distribution Provider for claims arising from Interconnection Customer's construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of Distribution Provider's Interconnection Facilities to the Distribution Provider and
shall transfer Operational Control of Stand Alone Network Upgrades to the CAISO;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Distribution Provider’s Interconnection Facilities and Stand-Alone Network Upgrades to Distribution Provider;

(10) Distribution Provider shall approve and accept for operation and maintenance Distribution Provider’s Interconnection Facilities and Stand-Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Distribution Provider “as-built” drawings, information, and any other documents that are reasonably required by Distribution Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Distribution Provider.

5.3. [Intentionally Omitted.]

5.4. Power System Stabilizers. The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and in accordance with the provisions of Section 4.6.5.1 of the CAISO Tariff. Distribution Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility’s Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider’s system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5. Equipment Procurement. If responsibility for construction of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider shall commence design of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:
5.5.1. Distribution Provider has completed the Interconnection Studies pursuant to the Generator Interconnection Study Process Agreement for Transmission Cluster Study Process Applicants, or Distribution Provider has completed the Interconnection Studies pursuant to the Detailed Study Agreement for Independent Study Process or Distribution Group Study Process Applicants.

5.5.2. Distribution Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.6. **Construction Commencement.** Distribution Provider shall commence construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2. Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades;

5.6.3. Distribution Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.6.4. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.7. **Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Distribution Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written
notice to Distribution Provider of such later date upon which the completion of Distribution Provider's Interconnection Facilities will be required.

5.8. **Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties’ Interconnection Facilities and compatibility of the Interconnection Facilities with Distribution Provider's Distribution System, and shall work diligently and in good faith to make any necessary design changes.

5.9. **Limited Operation.** If any of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Distribution Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Distribution Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer’s Interconnection Facilities in accordance with the results of such studies.

5.10. **Interconnection Customer's Interconnection Facilities ('ICIF').** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1. **Interconnection Customer’s Interconnection Facility Specifications.** Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Distribution Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Distribution Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.
5.10.2. Distribution Provider’s Review. Distribution Provider’s review of Interconnection Customer’s final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Distribution Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3. ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Distribution Provider “as-built” drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer’s step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4. Interconnection Customer to Meet Requirements of the Distribution Provider’s Interconnection Handbook. The Interconnection Customer shall comply with the Distribution Provider’s Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this GIA shall govern.

5.11. Distribution Provider’s Interconnection Facilities Construction. Distribution Provider’s Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Distribution Provider shall deliver to Interconnection Customer the following “as-built”
drawings, information and documents for Distribution Provider’s Interconnection Facilities: No as-built drawings will be provided.

Distribution Provider will obtain control for operating and maintenance purposes of Distribution Provider’s Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the CAISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

5.12. **Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at no cost to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13. **Lands of Other Property Owners.** If any part of Distribution Provider or Distribution Owner’s Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Distribution Provider or Distribution Owner, Distribution Provider or Distribution Owner shall at Interconnection Customer’s expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Distribution Provider or Distribution Owner’s Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades upon such property.

5.14. **Permits.** Distribution Provider or Distribution Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits,
licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Distribution Provider or Distribution Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Distribution Provider’s own, or an Affiliate’s generation.

5.15. **Early Construction of Base Case Facilities.** Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Distribution Upgrades required for Interconnection Customer to be interconnected to the Distribution System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. Network Upgrades required for Interconnection Customer to be interconnected to the Distribution System shall be constructed in accordance with the CAISO Tariff. Interconnection Customer shall be responsible for all costs incurred pursuant to this Article 5.15.

5.16. [Intentionally Omitted.]

5.17. **Taxes.**

5.17.1. **Interconnection Customer Payments Not Taxable.** The Parties intend that all payments or property transfers made by Interconnection Customer to Distribution Provider for the installation of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.

5.17.2. **Representations and Covenants.** In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Distribution System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Distribution Provider for Distribution Provider’s Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset.
and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Distribution Provider’s Interconnection Facilities that is a “dual-use intertie,” within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, “de minimis amount” means no more than 5 percent of the total power flows in both directions, calculated in accordance with the “5 percent test” set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Distribution Provider’s request, Interconnection Customer shall provide Distribution Provider with a report from an independent engineer confirming its representation in clause (iii), above. Distribution Provider represents and covenants that the cost of Distribution Provider’s Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3. **Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider.** Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Distribution Provider from the cost consequences of any current tax liability imposed against Distribution Provider as the result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Distribution Provider.

Distribution Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Distribution Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Distribution Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Distribution Provider to report payments or property as income subject to taxation; provided, however, that Distribution Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Distribution Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse...
Distribution Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Distribution Provider of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Distribution Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4. **Tax Gross-Up Amount.** Interconnection Customer’s liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider (“Current Taxes”) on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA (without regard to any payments under this Article 5.17) (the “Gross Income Amount”) over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the “Present Value Depreciation Amount”), plus (2) an additional amount sufficient to permit Distribution Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Distribution Provider’s composite federal and state tax rates at the time the payments or property transfers are received and Distribution Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting Distribution Provider’s anticipated tax depreciation deductions as a result of such payments or property transfers by Distribution Provider’s current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer’s liability to Distribution Owner pursuant to this Article 5.17.4 can be expressed as follows: (Current Tax Rate x (Gross Income Amount – Present Value of Tax...
5.17.5. Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer’s request and expense, Distribution Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Distribution Provider under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer’s knowledge. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Distribution Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Distribution Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6. Subsequent Taxable Events. If, within 10 years from the date on which the relevant Distribution Provider’s Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Provider retains ownership of the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7. Contests. In the event any Governmental Authority determines that Distribution Provider’s receipt of payments or property constitutes income that is subject to taxation, Distribution Provider shall notify
5.17.8. **Refund.** In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not subject to federal income
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Distribution Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not taxable to Distribution Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Distribution Provider are not subject to federal income tax, or (d) if Distribution Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Distribution Provider pursuant to this GIA, Distribution Provider shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Distribution Provider for such taxes which Distribution Provider did not submit to the taxing authority, calculated using an interest rate equal to one-twelfth of the Federal Reserve three-month Commercial paper Rate – Non-Financial, from the Federal Reserve Statistical Release H.15 (expressed as an annual rate) from the date payment was made by Interconnection Customer to the date Distribution Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Distribution Provider, any refund or credit Distribution Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Distribution Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Distribution Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Distribution Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Distribution Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Distribution Provider's Interconnection Facilities.
The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities, Distribution Upgrades, and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9. **Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer’s sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this GIA. Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider’s documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Distribution Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Distribution Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Distribution Provider.

5.17.10. **Distribution Owners Who Are Not Distribution Providers.** If Distribution Provider is not the same entity as the Distribution Owner, then (i) all references in this Article 5.17 to Distribution Provider shall be deemed also to refer to and to include the Distribution Owner, as appropriate, and (ii) this GIA shall not become effective until such Distribution Owner shall have agreed in writing to assume all of the duties and obligations of Distribution Provider under this Article 5.17 of this GIA.

5.18. **Tax Status.** Each Party shall cooperate with the other to maintain the other Party’s tax status. Nothing in this GIA is intended to adversely affect any Distribution Provider’s tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19. **Modification.**
5.19.1. **General.** Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Distribution Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2. **Standards.** Any additions, modifications, or replacements made to a Party’s facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.

5.19.3. **Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Distribution Provider makes to Distribution Provider's Interconnection Facilities or the Distribution System to facilitate the interconnection of a third party to Distribution Provider's Interconnection Facilities or the Distribution System, or to provide transmission service to a third party under Distribution Provider's applicable tariffs. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.
Article 6. Testing and Inspection

6.1. Commissioning Testing and Pre-Commercial Operation Date Testing and Modifications. Prior to commencing Parallel Operation of a Generating Facility with Distribution Provider's system, Commissioning Testing shall be conducted pursuant to Rule 21. However, Interconnection Customer shall not commence Parallel Operation of its Generating Facility unless it has received Distribution Provider’s express written permission to do so. Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.

6.2. Post-Commercial Operation Date Testing and Modifications. Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

6.3. Right to Observe Testing. Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right to observe such testing. Costs associated with this Article are subject to the relevant provisions of Rule 21.

6.4. Right to Inspect. Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights
shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

Article 7. Metering

7.1. General. Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of Rule 21 regarding metering. Unless otherwise agreed by the Parties, Distribution Provider may install additional Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at Distribution Provider's option, compensated to, the Point of Interconnection. Interconnection Customer's access to meter data shall be provided in accordance with Rule 21. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

7.2. Check Meters. Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the CAISO-polled meters or Distribution Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except in the case that no other means are available on a temporary basis at the option of the Distribution Provider. The check meters shall be subject at all reasonable times to inspection and examination by Distribution Provider or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3. Distribution Provider Retail Metering. Distribution Provider may install retail revenue quality meters and associated equipment, pursuant to the Distribution Provider's applicable retail tariffs.

Article 8. Communications
8.1. **Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Distribution Provider's Distribution System dispatcher or representative designated by Distribution Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Distribution Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Distribution Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

8.2. **Telemetering.** The Parties shall comply with the provisions of the Rule 21 regarding telemetering.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3. **No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

**Article 9. Operations**

9.1. **General.** Each Party shall comply with Applicable Reliability Standards and the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2. **[Intentionally Omitted.]**
9.3. **Distribution Provider Obligations.** Distribution Provider shall cause the Distribution System and Distribution Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this GIA and Distribution Provider's operating protocols and procedures as they may change from time to time. Distribution Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

9.4. **Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.

9.5. **Start-Up and Synchronization.** Consistent with the Parties’ mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to Distribution Provider's Distribution System.

9.6. **Reactive Power.**

9.6.1. **Power Factor Design Criteria.** The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider.
Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider’s Distribution System.

9.6.2. **Governors and Regulators.** Whenever the Generating Facility is operated in parallel with the Distribution System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in a manner consistent with Rule 21.

9.7. **Outages and Interruptions.**

9.7.1. **Outages.**

9.7.1.1. **Outage Authority and Coordination.** Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities, Distribution Upgrades, or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2. **Outage Schedules.** Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Distribution Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Distribution Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Distribution System and Transmission System. Distribution Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or
other costs above and beyond the cost Interconnection Customer would have incurred absent Distribution Provider’s request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities. Distribution Provider shall have no obligation to pay Interconnection Customer any costs the Interconnection Customer incurs as the result of being directed by the CAISO to reschedule maintenance.

9.7.1.3. **Outage Restoration.** If an outage on a Party’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades adversely affects the other Party’s operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2. **Interruption of Service.** If required by Good Utility Practice to do so, Distribution Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Distribution Provider’s ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1. The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2. Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Distribution System;
9.7.2.3. When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

9.7.2.4. Except during the existence of an Emergency, when the interruption or reduction can be scheduled without advance notice, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Distribution Provider;

9.7.2.5. The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Distribution System and Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3. [Intentionally Omitted.]

9.7.4. **System Protection and Other Control Requirements.**

9.7.4.1. **System Protection Facilities.** Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer’s Interconnection Facilities. Distribution Provider shall install at Interconnection Customer’s expense any System Protection Facilities that may be required on Distribution Provider’s Interconnection Facilities, Distribution System, or the Transmission System as a result of the interconnection of the Generating Facility and Interconnection Customer’s Interconnection Facilities.

9.7.4.2. Each Party’s protection facilities shall be designed and coordinated with other systems in accordance with Applicable
9.7.4.3. Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4. Each Party’s protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer’s units.

9.7.4.5. Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook.

9.7.4.6. Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5. **Requirements for Protection.** In compliance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Distribution System not otherwise isolated by Distribution Provider’s equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Distribution System. Such protective
equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Distribution System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution System could adversely affect the Generating Facility.

9.7.6. **Power Quality.** Neither Party’s facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.

9.8. **Switching and Tagging Rules.** Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party’s activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9. **Use of Interconnection Facilities by Third Parties.**

9.9.1. **Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Distribution System and shall be used for no other purpose.

9.9.2. **Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably
withheld, to allow one or more third parties to use Distribution Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to CPUC for resolution if the third party user is seeking a CPUC-jurisdictional use and by FERC if the third party user is seeking a FERC-jurisdictional use. Interconnection Customer agrees to be bound by any such resolution by FERC.

9.10. Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Distribution Provider’s Distribution System and Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

Article 10. Maintenance

10.1. Distribution Provider Obligations. Distribution Provider shall maintain the Distribution System, Transmission System and Distribution Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.

10.2. Interconnection Customer Obligations. Interconnection Customer shall maintain the Generating Facility and Interconnection Customer’s Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.
10.3. **Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

10.4. **Secondary Systems.** Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5. **Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Distribution Provider’s Interconnection Facilities.

**Article 11. Performance Obligations**

11.1. **Interconnection Customer Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

11.2. **Distribution Provider's Interconnection Facilities.** Distribution Provider or Distribution Owner shall design, procure, construct, install, own and/or control the Distribution Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

11.3. **Network Upgrades and Distribution Upgrades.** Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix A, Interconnection Facilities,
Network Upgrades and Distribution Upgrades. Network Upgrades shall be designed, procured, and constructed in accordance with the CAISO Tariff. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades or Network Upgrades.

11.4. Transmission Credits.

11.4.1. Repayment of Amounts Advanced for Network Upgrades.

11.4.1.1. To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider’s Tariff and Affected System’s Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC’s regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

11.4.1.2. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1, the Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that
is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Distribution Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

11.4.1.3. If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Distribution Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2. Special Provisions for Affected Systems. Unless Distribution Provider provides, under the GIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.4.3. Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other
agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

11.5. **Provision of Interconnection Financial Security.** The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Rule 21 Section F.4 if studied under the Independent Study Process or Distribution Group Study Process. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 4.23 of the GIP if studied under the Transmission Cluster Study Process.

**Article 12. Invoice**

12.1. **General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2. **Final Invoice.** Within twelve (12) months after completion of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades, Distribution Provider shall provide an invoice of the final cost of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Distribution Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3. **Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a
bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.

Article 13. Emergencies Consistent with Rule 21


Article 14. Regulatory Requirements and Governing Law

14.1. Regulatory Requirements. Each Party’s obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2. Governing Law.

14.2.1. The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state of California, without regard to its conflicts of law principles.

14.2.2. This GIA is subject to all Applicable Laws and Regulations.

14.2.3. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

Article 15. Notices.

15.1. General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in
writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2. Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3. **Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4. **Operations and Maintenance Notice.** Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

**Article 16. Uncontrollable Force**

16.1. **Uncontrollable Force.**

16.1.1. Economic hardship is not considered an Uncontrollable Force event.

16.1.2. Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Uncontrollable Force. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of an Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Uncontrollable Force, the time and date when the Uncontrollable Force occurred and when the Uncontrollable Force is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with
Article 17. Default

17.1. Default

17.1.1. General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force as defined in this GIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2. Right to Terminate. If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1. Indemnity. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this GIA on behalf of the
Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1. **Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2. **Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3. **Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.
The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

18.2. **Consequential Damages.** In no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3. **Insurance.** Each party shall, at its own expense, maintain in force throughout the period of this GIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1. Employers’ Liability and Workers’ Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One
Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3.3. Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4. Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of One Million Dollars ($1,000,000) per MW, of Generating Facility capacity, rounded up to the nearest MW, per occurrence, up to a maximum of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

18.3.5. The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance
policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this GIA.

18.3.9. Within ten (10) Calendar Days following execution of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.

18.3.10. Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party’s senior secured debt is rated at investment grade or better by Standard & Poor’s and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party’s senior secured debt is unrated by Standard & Poor’s or is rated at less than investment grade by Standard & Poor’s, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

Article 19. Assignment

19.1. Assignment. This GIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this GIA without the consent of the other Party to any Affiliate of the assigning Party with an equal
or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Distribution Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party’s, trustee’s or mortgagee’s assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Distribution Provider of the date and particulars of any such exercise of assignment right(s), including providing the Distribution Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party’s obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

20.1. **Severability.** If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Distribution Provider) seeks and obtains such a final determination with respect to any provision of the Option to Build (Article 5.1.3), then none of these provisions shall thereafter have any force or effect and the Parties’ rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

21.1. **Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality
22.1. **Definition of Confidential Information.** The confidentiality provisions applicable to this Agreement are set forth in Rule 21, Section D.7 (Confidentiality) and in the following provisions included in this Article.

22.1.1. **Release of Confidential Information.** Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

22.1.2. **Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.3. **No Warranties.** By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.4. **Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

22.1.5. **Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or
otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.6. Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

Article 23. Environmental Releases

23.1. Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.
Article 24. Information Requirements

24.1. Information Acquisition. Distribution Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2. Information Submission by Distribution Provider. The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3. Updated Information Submission by Interconnection Customer. The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. If studied under the Transmission Cluster Study Process, Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. If studied under Independent Study Process or the Distribution Group Study Process, Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in the Rule 21 Interconnection Request for Exporting Generating Facilities. It shall also include any additional information provided to Distribution Provider for the Interconnection Studies. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Distribution Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer’s data is materially different from what was originally provided to Distribution Provider pursuant to the Detailed Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact.
on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4. **Information Supplementation.** Prior to the Trial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all “as-built” Generating Facility information or “as-tested” performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit “step voltage” test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility’s terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Distribution Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Distribution Provider any information changes due to equipment replacement, repair, or adjustment. Distribution Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Distribution Provider-owned substation that may affect Interconnection Customer’s Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

**Article 25. Information Access and Audit Rights**
25.1. **Information Access.** Each Party (the “disclosing Party”) shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.

25.2. **Reporting of Non-Uncontrollable Force Events.** Each Party (the “notifying Party”) shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than an Uncontrollable Force event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this GIA.

25.3. **Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party’s accounts and records pertaining to either Party’s performance or either Party’s satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party’s costs, calculation of invoiced amounts, Distribution Provider’s efforts to allocate responsibility for interruption or reduction of generation on the Distribution System, and each Party’s actions in an Emergency. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party’s performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4. **Audit Rights Periods.**

25.4.1. **Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades shall be subject to audit for a period of twenty-four months.
following Distribution Provider’s issuance of a final invoice in accordance with Article 12.2.

25.4.2. **Audit Rights Period for All Other Accounts and Records.** Accounts and records related to either Party’s performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party’s receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5. **Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

**Article 26. Article 26. Subcontractors**

26.1. **General.** Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2. **Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Distribution Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3. **No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor’s insurance.
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

Article 27. Disputes

27.1. Disputes. Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Independent Study Process or Distribution Group Study Process regarding a Party’s performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21. Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party’s performance of its obligations pursuant to the WDT (e.g., any dispute regarding the Application Process, the Transmission Cluster Study Process, including the cost allocation of upgrades, the classification of upgrades as either Distribution Upgrades or Network Upgrades, posting of financial security and refunds) will be resolved pursuant to dispute resolution procedures in the WDT. Any other dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party’s performance of its obligations related to this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 28. Representations, Warranties, and Covenants

28.1. General. Each Party makes the following representations, warranties and covenants:

28.1.1. Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

28.1.2. Authority. Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable
bankruptcy, insolvency, reorganization or other similar laws affecting creditors’ rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3. **No Conflict.** The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4. **Consent and Approval.** Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

**Article 29. [Reserved]**

**Article 30. Miscellaneous**

30.1. **Binding Effect.** This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2. **Conflicts.** In the event of a conflict between this GIA and Rule 21, the terms and provisions of Rule 21 shall prevail. For Interconnection Customers studied under the Transmission Cluster Study Process, in the event of a conflict between applicable provisions of the WDT and Rule 21, the provisions of the WDT shall prevail with respect to parts of the interconnection process performed under the WDT; Rule 21 shall prevail with respect to all other matters.

30.3. **Rules of Interpretation.** This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person’s successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or
tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

30.4. **Entire Agreement.** This GIA, including all incorporated tariff provisions and the Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party’s compliance with its obligations under this GIA.

30.5. **No Third Party Beneficiaries.** This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6. **Waiver.** The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Distribution Provider. Any waiver of this GIA shall, if requested, be provided in writing.
30.7. **Headings.** The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.

30.8. **Multiple Counterparts.** This GIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9. **Amendment.** The Parties may by mutual agreement amend this GIA by a written instrument duly executed by the Parties.

30.10. **Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

30.11. **Incorporation of Rule 21 into Agreement and CPUC Modification.** Rule 21, subject to any modifications the CPUC may direct in the exercise of its jurisdiction, is incorporated in its entirety into this GIA. Unless otherwise ordered by the CPUC, this GIA at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. Notwithstanding the foregoing, if provisions of this GIA or the Parties’ obligations are dictated by the WDT or the results of the Transmission Cluster Study process under the WDT (e.g., provisions related to the classification of upgrades as either Distribution Upgrades or Network Upgrades and the allocation of costs of facilities), they are not subject to modification by the CPUC.

30.12. **No Partnership.** This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
IN WITNESS WHEREOF, the Parties have executed this GIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

(Interconnection Company Name)

(PACIFIC GAS AND ELECTRIC COMPANY)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)
Appendix A to GIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

   (a) [insert Interconnection Customer's Interconnection Facilities]:

   (b) [insert Distribution Provider’s Interconnection Facilities]:

2. Network Upgrades:

   (a) Stand Alone Network Upgrades:

   (b) Other Network Upgrades:

3. Distribution Upgrades:
Appendix B to GIA

Milestones
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

Appendix C to GIA

Interconnection Details
Appendix D to GIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. The CPUC will expect the CAISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.
Appendix E to GIA

Commercial Operation Date

This Appendix E is a part of the GIA between Distribution Provider and Interconnection Customer.

[Date]

[Distribution Provider Address]

Re: _____________ Generating Facility

Dear _____________:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. ____. This letter confirms that [Interconnection Customer] commenced Commercial Operation of Unit No. ____ at the Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]
Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

**Distribution Provider:**

[Contact information to be provided]

**Interconnection Customer:**

[Contact information to be provided]

Billings and Payments:

**Distribution Provider:**

[Contact information to be provided]

**Interconnection Customer:**

[Contact information to be provided]
Alternative Forms of Delivery of Notices (telephone, facsimile or email):

**Distribution Provider:**

[Contact information to be provided]

**Interconnection Customer:**

[Contact information to be provided]
Appendix G to GIA

Interconnection Customer’s Share of Costs of Distribution Upgrades and Network Upgrades for Applicable Project Group
ELECTRIC SAMPLE FORM 79-1163
RULE 21
PRE-APPLICATION REPORT REQUEST

Please Refer to Attached
Sample Form

Advice Letter No: 4674-E
Issued by Steven Malmight
Senior Vice President
Regulatory Affairs

Date Filed: July 24, 2015
Effective: August 23, 2015
Resolution No:

1C7
Upon receipt of a completed Pre-Application Report Request and a non-refundable processing fee of $300, the Distribution Provider shall provide pre-application data described below within 10 business days of receipt.

The Pre-Application Report will include the following information if available:

a. Total Capacity (MW) of substation/area bus or bank and circuit likely to serve proposed site.
b. Allocated Capacity (MW) of substation/area bus or bank and circuit likely to serve proposed site.
c. Queued Capacity (MW) of substation/area bus or bank and circuit likely to serve proposed site.
d. Available Capacity (MW) of substation/area bus or bank and circuit most likely to serve proposed site.
e. Substation nominal distribution voltage or transmission nominal voltage if applicable.
f. Nominal distribution circuit voltage at the proposed site.
g. Approximate circuit distance between the proposed site and the substation.
h. Relevant Line Section(s) peak line load estimate, and minimum load data, when available.
i. Number of protective devices and number of voltage regulating devices between the proposed site and the substation/area.
j. Whether or not three-phase power is available at the site.
k. Limiting conductor rating from proposed Point of Interconnection to distribution substation.
l. Based on proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints or secondary networks.

The Pre-Application Report need only include pre-existing data. A Pre-Application Report request does not obligate Distribution Provider to conduct a study or other analysis of the proposed project in the event that data is not available. If Distribution Provider cannot complete all or some of a Pre-Application Report due to lack of available data, Distribution Provider will provide applicant with a Pre-Application Report that includes the information that is available.

In requesting a Pre-Application Report, applicant understands that 1) the existence of “Available Capacity” in no way implies that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, 2) the distribution system is dynamic and subject to change and 3) data provided in the Pre-Application Report may become outdated and not useful at the time of submission of the complete Interconnection Request. Notwithstanding any of the provisions of this Section, Distribution Provider shall, in good faith, provide Pre-Application Report data that represents the best available information at the time of reporting.
1. This Pre-Application Report Request is for (check only one):

- [ ] A proposed new Generating Facility.
- [x] An increase in the generating capacity or a Material Modification of an existing Generating Facility.

This Pre-Application Report Request is for (check only one):

- [ ] A project that will export power to the PG&E system.
- [ ] A project that will not export power to the PG&E system.

2. Applicant provides the following information (if available):

a. Approximate proposed Point of Interconnection. The proposed Point of Interconnection shall be defined by latitude and longitude, site map, street address, utility equipment number (e.g. pole number), meter number, account number or some combination of the above sufficient to clearly identify the location of the Point of Interconnection. In the case of an existing Generating Facility, the name and specific location, including the county, of the existing Generating Facility;

Project Name: ______________________________________

Project Location:
Street Address: ______________________________________
City: _______________________________________________
County: ____________________________________________
Zip Code: __________________________________________
Latitude (in degrees/minutes/seconds OR 6 decimal places): _________
Longitude (in degrees/minutes/seconds OR 6 decimal places): _________

Utility Equipment Number [nearest one (ex. pole number 1234567E, transformer number T12345)]: ________________________________

Meter Badge Number (Old meter #’s are 6 characters – one alpha numeric interspersed. New Smart Meters start with 100, followed by 7 digits – 10 characters total.): ________________________________

Account Number (ex. 012345678-9): ________________________________

Proposed Nominal Service Voltage (ex. 480V, 12kV, etc.): _________________
b. **Attach copy of site map for proposed project.** Site map should show:

- True north
- Proposed project location, including general area of project
- Proposed service point location
- Major roads, streets and/or highways

c. **Technology, Fuel Source (i.e., gas turbine, hydro turbine, wind turbine, etc.) and optionally MW;**

- Cogeneration  ____ MW  Fuel Source: ____________
- Reciprocating Engine  ____ MW  Fuel Source: ____________
- Biomass  ____ MW  Fuel Source: ____________
- Steam Turbine  ____ MW
- Gas Turbine  ____ MW  Fuel Source: ____________
- Wind Turbine  ____ MW
- Hydro Turbine  ____ MW
- Inverter Based: (e.g., Photovoltaic, Fuel Cell)  ____ MW
  If Fuel Cell, please describe primary fuel source:
  ____________
- Combined Cycle  ____ MW  Fuel Source: ____________
- Other (please describe): ____________

d. **Name, address, telephone number, and e-mail address of applicant (primary person who will be contacted);**

Name: ___________________________________________________________________
Title: ___________________________________________________________________
Company Name: ___________________________________________________________________
Street Address: ___________________________________________________________________
City, State: ___________________________________________________________________
Zip Code: ___________________________________________________________________
Phone Number: ___________________________________________________________________
Fax Number: ___________________________________________________________________
Email Address: ___________________________________________________________________

3. **Non-Refundable processing fee of $300 as specified in Rule 21 is required to complete this Pre-Application Report Request. DO NOT SEND THE APPLICATION FEE WITH THIS PRE-APPLICATION REQUEST. PG&E WILL INVOICE APPLICANT FOR THE FEE ONCE THIS APPLICATION IS RECEIVED** (Any checks/monies submitted with this Pre-Application Report Request will be returned to the sender and may result in a delay in this request).
4. This Pre-Application Report Request shall be submitted with attachments to:

**Electronically to (preferred):** [Rule21gen@pge.com](mailto:Rule21gen@pge.com)

OR by mail to:

Pacific Gas and Electric Company  
Attn: Electric Generation Interconnection  
P.O. Box 770000  
Mail Code N7L  
San Francisco, California, 94177

Overnight address: 245 Market Street Mail Code N7L San Francisco, CA 94105

5. I understand that the contents of the Pre-Application Report are confidential and shall not be disclosed to anyone who is not an employee or other representative (including consultants) of the company or corporation I am employed with.

6. This Pre-Application Report Request is submitted by:

Legal name of applicant: ________________________________

By (signature): ________________________________

Name (type or print): ________________________________

Title: ________________________________

Date: ________________________________

Phone Number: ________________________________
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Attachment 3

Redline of Changes to Forms
COMPRESSED NATURAL GAS FUELING AGREEMENT

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and ________________________________ (Customer), a(n) ____________________, is for compressed natural gas (CNG) for fueling of motor vehicles.

2. Customer agrees to purchase and PG&E agrees to provide CNG pursuant to the terms of this Agreement and to experimental rate Schedule G-NGV2, or its successor.

3. Customer agrees to provide a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG. The Customer agrees to notify PG&E if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG.

4. This Agreement includes Exhibit A (Certificate of Instruction for Fueling Natural Gas Vehicles) and Exhibit B (Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System). All Exhibits are incorporated into and made a part of this Agreement. Exhibits may be amended from time-to-time in accordance with this Agreement. All applicable PG&E gas rules in effect at the time of execution and any amendments thereto during the term of this Agreement are incorporated in this Agreement by reference.

5. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariffs.

FUELING LOCATION

6. PG&E will provide locations for fueling of Customer's vehicles. All fueling will be provided at designated PG&E fueling stations where excess capacity is available. Customer agrees to obey posted speed limits and to operate their vehicles in a safe manner at refueling locations.

7. Customer access time shall be mutually arranged.

8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle which will be used to initiate fueling. Customer will be held responsible for the safe keeping of the card key and may be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the Customer to notify PG&E immediately if said key card is lost or stolen.

9. Training certification will be required for each new account individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Instruction for Fueling Natural Gas Vehicles (Exhibit A) or for completing a comparable fueling-instruction session verified and approved by PG&E.
10. CNG Vehicle Fuel Tank Inspections - Customer must provide evidence of the cylinder and fuel system inspection for each of Customer's vehicles to PG&E. Proof of inspection shall consist of the fully completed inspection form set forth in Exhibit B, accompanied by the automobile repair/inspection business work order showing the business letterhead, date, inspector name and qualifications, and the results of the performance of the inspection. PG&E reserves the right to suspend Customer’s access to PG&E’s fueling services if Customer has failed to provide the documentation specified in this paragraph establishing that each vehicle has passed inspection within the preceding three (3) years or 36,000 miles, or until such time as PG&E is provided the required documentation showing that a qualified inspector has inspected and found the system to be fit for service.

BILLING

11. PG&E will bill customer at the applicable rate(s) set forth above for the total compressed natural gas service during the billing period. PG&E will send the Customer's monthly billing to the following address:

________________________________________
________________________________________
________________________________________
________________________________________

TERM AND TERMINATION

12. This Agreement shall become effective commencing the date the card key has been activated by PG&E. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

13. PG&E reserves the right to immediately deactivate an assigned card key and terminate this Agreement as a result of a Customer’s unsafe fueling and/or driving practices at a PG&E designated fueling station, or delinquent payment of bills for services rendered.

COMMUNICATIONS

14. Any communications concerning fueling card-key requests shall be in writing or in electronic form via an email or an internet message. Written communications can be delivered either by hand or by certified delivery to the appropriate address, as follows:

To the Customer: ______________________________________
________________________________________
________________________________________
________________________________________

Email Address: ______________________________________
15. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

LIABILITY

16. Customer accepts all risks related to the operation and fueling of Customer’s motor vehicles at PG&E’s CNG fueling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and fueling with CNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the fueling of Customer motor vehicles with CNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E.

RIGHTS TO DATA

17. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer’s CNG vehicle operations.

ASSIGNMENT

18. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

EXCLUSIVE NATURE AND INTERPRETATIONS

19. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.

20. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement and the obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).
COMPRESSED NATURAL GAS FUELING AGREEMENT

REGULATORY

21. This Agreement shall at all times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications which may affect Customer's obligations under this Agreement.

__________________________________________  _______________________________________
(Customer)                                                                                     (Signature)

__________________________________________  _______________________________________
(Signature)                                                                                     (Signature)

__________________________________________  _______________________________________
(Type/Print Name)                                                                              (Type/Print Name)

__________________________________________  _______________________________________
>Title)                                                                                         (Title)

__________________________________________  _______________________________________
(Federal Tax ID/CA Drivers License No.)                                                     (Date)

__________________________________________  _______________________________________
(Date)                                                                                         (Date)

Incorporated Attachments:

Exhibit A - Certificate of Instruction Form for Natural Gas Fueling

Exhibit B - Certificate of Inspection for Compressed Natural Gas Vehicle Fuel System

Illustrative Attachments: Rate Schedule G-NGV2
INSTRUCTIONS: One form is to be completed for each new account individual who may fuel a natural gas vehicle at a PG&E CNG station. Each individual shall receive training and shall demonstrate three (3) full fueling cycles, to qualify them as a station operator and will sign and date a form at the completion of the training. Customer shall be required to sign one form.

HOW TO SAFELY OPERATE A PG&E CNG STATION FOR CNG VEHICLE FUELING

The following procedures shall be followed:

1. No smoking or open flame shall be allowed within 25 feet of the fueling area.
2. CNG cylinders must comply with DOT FMVSS 304 and/or ANSI/AGA requirements. Vehicles must comply with NFPA 52. A current CNG fuel system inspection record must be on file with PG&E (required every 3 years or 36,000 miles)
3. Vehicle must be shut off, and the emergency brake must be set during entire fueling process.
4. Evaluate station safety signage, read all instructions and look for signs of damage or vandalism.
5. Remove fueling nozzle from dispenser. Verify the valve is in the “VENT (OFF)” position.
6. Inspect fueling hose, break-away device and nozzle for damage prior to making connection to vehicle.
7. Make connection to vehicle and ensure nozzle is secured to vehicle receptacle.
8. Turn nozzle handle to the “FILL (ON)” position.
9. Enable dispenser by inserting fueling card into card reader and follow instructions on display
10. Begin fueling vehicle by lifting on/off handle at front of dispenser to the ON position.
11. Do not re-enter vehicle during fueling, this creates static electricity and leads to hose drive off’s.
12. When fueling has automatically ended or to end at any time, lower on/off handle to the OFF position
13. Turn the nozzle handle to “VENT (OFF)” position and disconnect the nozzle from vehicle and return to its stored location on the dispenser.
14. User will report safety hazards or equipment and property damage to PG&E as soon as possible via the on-site emergency telephone.
15. In the event of an emergency, and if safe to do so, user will push an Emergency Shut Down (ESD) device button to disable station operation and immediately call 911 or report the incident via the on-site emergency telephone.
I hereby certify that I have been trained to properly fuel natural gas vehicles as outlined above.

DATE OF INSTRUCTION  OPERATOR'S SIGNATURE  PG&E EMPLOYEE’S SIGNATURE  (or designated instructor)

I hereby further certify that I will not permit any non-certified person to use my key card for fueling natural gas vehicles.

CUSTOMER  CUSTOMER’S/OPERATOR’S SIGNATURE  DATE

(Print Name)
INSTRUCTIONS: Both sides of this Certificate of Inspection are to be completed and signed by the automotive repair/inspection service, and signed by the PG&E CNG customer. Inspector: If you can’t resolve an issue, leave the answer blank and explain in the comments. Any answer of “No” or “N” should be explained in the comments section. Mail this completed Certificate of Inspection, or a photocopy, to: PG&E—Natural Gas Vehicle (NGV) Customer Services, 202 Cousteau Place, Suite 150, Davis, CA 95618. Please include the automotive repair/inspection work order showing the inspection business letterhead, date, inspector name, qualifications summary and results of the inspection.

<table>
<thead>
<tr>
<th>Inspection Content</th>
<th>Cylinder #1</th>
<th>Cylinder #2</th>
<th>Cylinder #3</th>
<th>Cylinder #4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Record the cylinder expiration dates (month/year) shown on the cylinder label[s]. Expired cylinders must be removed from service following manufacturer guidelines or instructions.</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>2. The owner indicates no events or incidents have occurred that damaged or over pressurized the cylinder[s] and no modifications have been made to the system. Record details in comments section.</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>3. Cylinder labels are present and specifically state compliance with ANSI NGV-2.</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>4. Cylinder service pressure markings match vehicle service pressure markings (3000 or 3600 PSIG).</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>5. Each cylinder has a PRD in good condition with no visible extrusion of fusible metal.</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>6. Any cuts or abrasion damage are within tolerance. Please cite the reference used that contains tolerance in the comments section (i.e. CGA C-6.4). Circle level of worst damage below (I, II or III).</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>7. Cylinder is free of surface discoloration, cracked resin, chipping, lose fibers, bubbles or bulges and no evidence of exposure to fire or extreme temperatures or involvement in an accident over 5MPH.</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>8. Area under the mounting brackets has been examined and is in good condition.</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>9. Cylinder is securely mounted to vehicle and protected from sun exposure, road hazards, excessive heat, vehicle use (including cargo leakage), shifting loads, abrasion, external impacts, etc.</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>10. Cylinder mounting bracket is rubber-padded and free of dirt and damage and is not causing cylinder damage. Mounting brackets are in good condition and not corroded, bent or deformed. Cylinder is firmly restrained by the brackets and does not move independent of brackets or vehicle.</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>11. Minimum ½” clearance around cylinder and ¾” from shields.</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>12. If the cylinder is housed in the passenger compartment or trunk, the valve end with PRD is properly sealed and vented to the outside of the vehicle.</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
<tr>
<td>13. Engine compartment and fuel receptacle areas are labeled with CNG system service pressure and tank expiration dates.</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
<td>Y</td>
</tr>
</tbody>
</table>

Check one | Level I: No damage or acceptable damage. Repair is not required. Return cylinder to service. | Level II: Damage requires repair, more thorough evaluation, testing, or destruction. Refer to manufacturer’s info. | Level III: Damage sufficiently severe such that cylinder should be condemned (not repaired).
<table>
<thead>
<tr>
<th>Inspection Content</th>
<th>Cylinder # Inspection Results</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. Fuel system components including but not limited to valve and/or pressure relief device assemblies, pressure gauges and pressure regulators are in good condition and free of damage.</td>
<td></td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>15. Fuel system components, connections, threaded fittings and any leak points were leak checked with a leak detection solution or methane detector, and there is no indication of any system leaks.</td>
<td></td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>16. Vehicle is equipped with two back-flow check valves on fill line and a ¼-turn emergency off valve.</td>
<td></td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>17. Hoses, if any, are rated for the applicable service pressure and are in good condition.</td>
<td></td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>18. Fueling receptacle pressure rating matches that of the fuel system (3000 vs. 3600 PSIG). If receptacle pressure rating is greater than any one cylinder pressure rating, PG&amp;E considers the system could have been over pressurized, so the cylinder/fuel system MUST BE rejected as potentially unsafe.</td>
<td></td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>19. Fueling receptacle is in good condition, securely attached, not worn, and leak free.</td>
<td></td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>20. Installation meets applicable NFPA 52 standards at time of construction/installation.</td>
<td></td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>21. Is the fuel system fit for continued service? Any one cylinder or fueling system component that is not satisfactory renders the system unsafe. If in the judgment of the inspector the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&amp;E.</td>
<td></td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>22. Examination stickers have been applied to the cylinders, receptacle area and engine compartment indicating cylinder expiration date and next inspection date.</td>
<td></td>
<td>Y</td>
<td>N</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

**INSPECTOR COMMENTS:** Summary of examination, any “no” answers, and description of damage and/or adverse findings. Explain repairs or replacement of components if any, and explain any questions left blank. If the tank inspection has been performed within the last three years and is not part of this inspection, please record the tank inspection date and any relevant remarks here.

**RECOMMENDED REPAIRS** (Please note if a separate page is used for additional comments.)

---

**NOTE:** Added Fields Highlighted in Red
Instructions for inspectors

PG&E, out of concern for the safety of its customers, the public and PG&E employees, is implementing a CNG vehicle fueling system inspection requirement for its customers. The purpose of this Certificate of Inspection form is to capture all the items PG&E wants to have inspected, and to best confirm the safety of the vehicle CNG fuel system. Many of the elements of these inspections are consistent with inspection requirements from applicable codes. A few additional requirements help ensure the total system is safe. PG&E has no input on the kinds of vehicles you may choose to inspect, other than PG&E hopes that inspection services will be available to all PG&E CNG fueling service customers.

1. If you, the inspector, are not sure of your qualifications, please contact PG&E. Inspector qualifications [to be added by the inspector to the form], consist of at least one of the following.
   • Two years experience conducting CNG cylinder inspections.
   • Supervision by a person with two years experience conducting CNG cylinder inspections.
   • Approval by the manufacturer of the CNG cylinder being inspected.
   • Certification as an inspector by one of the organizations with specific Fuel Gas Vehicle (FGV) training centers with the Fuel Gas (FG) cylinder standards recommended inspection guidelines.
   • Certification as an inspector by a state or nationally recognized organization that tests for specific knowledge of applicable FG cylinder standards recommended guidelines.
   • Certification as an inspector by the authority having jurisdiction (AHJ).

2. Cylinder shall be inspected in accordance with the cylinder manufacturer’s recommendations and the inspection procedures provided in the Compressed Gas Association (CGA) pamphlet C-6.4.

3. If in the judgment of the inspector, the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&E at the U.S. mailing address on the front side of this form or email a copy to ngvinfo@pge.com.

4. Each vehicle must have its own form.

5. Questions on the form that the inspector cannot respond to should be left blank, and the concerns or issues should be noted in the inspector comments section on side two. Use a separate page if more space is needed for comments.

6. Call PG&E at the number at the bottom of the page if you have issues or questions you want to discuss with program or technical experts. We will make every attempt to call you back promptly, sometimes within the hour.

7. Call PG&E at the number at the bottom of the page to request a loan of these tools at no charge, if needed.
   • PG&E will loan a P36 fueling nozzle to inspection service companies that the inspector can use to check the pressure rating of the vehicle fuel receptacle.
   • PG&E will loan a plug or ring gauge to inspection service companies for use in inspecting the condition of the fueling receptacle.

8. Call PG&E for a supply of tank inspection stickers.

9. If the customer is within the three year/36,000 mile inspection window, such that the tank need not be inspected, PG&E hopes the inspection service can give the customer the option of paying a reduced fee for inspecting the rest of the fuel system and the receptacle, omitting an inspection of the tank. The inspector should enter the inspection date found on the sticker on the tank onto the PG&E inspection form. The inspection form is designed in two sections to accommodate this. In this case, the customer should be advised to provide the evidence of inspection already in hand that demonstrates the safety of the tank, to PG&E. PG&E’s concern is that typical tank inspections do not address inspection form questions 18, 19 and 21.

NGV Customer Services:
1-800-684-4648
ngvinfo@pge.com
pge.com/cng
This Generating Facility Interconnection Agreement for Non-Export Generating Facilities (Agreement) is entered into by and between __________________________________________, a _______________________________________________________ (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 Non-Export 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 Producer’s Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer’s Generating Facility through Producer’s circuits).

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 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 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.

2.7. The expected annual energy production of the Generating Facility is ______ kWh.

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 Generating Facility □ does / □ does not meet the requirements for Cogeneration as such term is used in Section 216.6 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.

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- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
   Appendix C- A Copy of PG&E’s Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).

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.

   (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.

   (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.

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 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) 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 sole 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.

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, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. The electric power 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 attempt in good faith to regulate the electric power output of Producer’s Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E’s electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer’s Generating Facility.

5.2. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 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. 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 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer’s Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its 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 Section 216.6 of the PUC. If PG&E determines in its sole 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 Status Change).

5.2.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 9.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E’s Notice shall include an invoice 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 PUC.

5.2.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.2, shall be paid to PG&E within 30 days of Producer’s receipt of such invoice.

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 an 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.
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:

(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 is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer’s written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
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.

(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 person specified below:

If to PG&E: [Contact information to be supplied]

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: [Contact information to be supplied]
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.

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
13.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

13.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission’s rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

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

BY:

PACIFIC GAS AND ELECTRIC COMPANY

(Producer’s Company Name)

(Signature) (Signature)

(Print Name) (Print Name)

(Title) (Title)
APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)
APPENDIX B
RULES “2” AND “21”
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)

(Note: PG&E’s tariffs are included for reference only and shall at all times 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.)
APPENDIX C
(If Applicable)
RULE 21 “SPECIAL FACILITIES” AGREEMENT
(_formed between the Parties)
Part I – Introduction and Overview

A. **Applicability:** This Generating Facility Interconnection Application (Application) is used to request the interconnection of (1) Non-Export Generating Facilities; (2) Net Energy Metered Generating Facilities when paired with energy storage; or (3) when not paired with energy storage, certain Net Energy Metered Generating Facilities other than PV or Wind 30 KW or less, to Pacific Gas and Electric Company’s (PG&E) Distribution System (over which the California Public Utilities Commission (CPUC) has jurisdiction). Simpler, shorter forms are available from PG&E for Net Energy Metering Customers with Solar and/or Wind Electric Generating Facilities less than 30 kW that are not paired with Energy Storage (Forms 79-1151A and B). These forms are available on PG&E’s website at [http://www.pge.com/gem](http://www.pge.com/gem). Refer to PG&E’s Rule 21 to determine the specific requirements for interconnecting a Generating Facility. Capitalized terms used in this Application, and not otherwise defined herein, shall have the same meanings as defined in PG&E’s Rule 21 and Rule 1.

Except as noted in the next paragraph, this Application may be used for any Generating Facility to be operated by, or for, a Customer and/or Producer to supplement or serve part or all of its electric energy requirements that would otherwise be provided by PG&E, including distributed generation, cogeneration, emergency, backup, standby generation, and certain Net Energy Metered Generating Facilities. While Customers operating Generating Facilities isolated from PG&E’s Distribution System are not obligated to enter into an Interconnection Agreement with PG&E, parts of this Application will still need to be completed to satisfy PG&E’s notice requirements for operating an isolated Generating Facility as specified in the California Health and Safety Code Section 119085 (b).

This Application may not be used to apply for interconnecting Generating Facilities used to participate in transactions where all, or a portion of, the electrical output of the Generating Facility is scheduled with the California Independent System Operator. Such transactions may be subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) and require a different application available from PG&E.

This Application is not applicable for incentives and/or rebates offered by the Energy Resources Conservation and Development Commission (CEC) or the CPUC. Please contact those agencies directly or on their respective websites ([www.energy.state.ca.us](http://www.energy.state.ca.us) and [www.cpuc.ca.gov](http://www.cpuc.ca.gov)).

**Guidelines and Steps for Interconnection:** This Application must be completed and sent to PG&E along with the additional information indicated in Part 1, Section C below as well as, if applicable, a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E’s interconnection review of the proposed Generating Facility. When applicable per Rule 21, unless exempted by CPUC Decision, a non-refundable $800 Interconnection Request fee shall be invoiced and must be paid by Applicant. Pursuant to PG&E’s Rule 21, there may be additional study and other costs; see PG&E’s Rule 21, Sections E.2.c and E.3., for more information regarding interconnection of a generator to PG&E’s Distribution System.

This document is only an Application. Upon acceptance of the Generating Facilities, PG&E will prepare an Interconnection Agreement for execution by the Producer, the party that will be responsible for the Generating Facility. PG&E may also require an inspection and testing of the Generating Facility and installation of any related Interconnection Facilities prior to giving the Producer written authorization to operate in parallel. **Unauthorized Parallel Operation may be dangerous and may result in injury to persons and/or may cause damage to equipment and/or property for which a Producer/Customer may be liable!**

Please note, other approvals may need to be acquired, and/or other agreements may need to be formed with PG&E or regulatory agencies, such as the Air Quality Management Districts and local governmental building and planning commissions, prior to operating a Generating Facility. PG&E’s authorization to operate in parallel does not satisfy the need for an Applicant to acquire such other approvals.
B. **Required Documents:** Each of the following documents **are required to be submitted** before this application will be processed. Drawings must conform to accepted engineering standards and must be legible. Electronic documents are preferred.

1. **A Single-line drawing** showing the electrical relationship and descriptions of the significant electrical components such as the primary switchgear, secondary switchboard, protective relays, transformers, generators, circuit breakers, with operating voltages, capacities, and protective functions of the Generating Facility, the Customer’s loads, and the interconnection with PG&E’s Distribution System. Please show the location of all required net generation electric output meter(s) and the A.C. manual operated disconnect switch on the single line drawing, when required.

2. **Site plans and diagrams** showing the physical relationship of the significant electrical components of the Generating Facility such as generators, transformers, primary switchgear/secondary switchboard, and control panels, the Customer’s loads and the interconnection with PG&E’s Distribution System. Please show the location of all required net generation electric output meter(s) and the A.C. manual operated disconnect switch on the site plans, when required.

3. If transformers are used to interconnect the Generating Facility with PG&E’s Distribution System, please provide **transformer nameplate information** (voltages, capacity, winding arrangements, connections, impedance, et cetera).

4. If a **transfer switch** or scheme is used to interconnect the Generating Facility with PG&E Distribution System, please provide component descriptions, capacity ratings, and a technical description of how the transfer scheme is intended to operate.

5. If **protective relays** are used to control the interconnection, provide protection diagrams or elementary drawings showing relay wiring and connections, proposed relay settings, and a description of how the protection scheme is intended to function.

6. If the proposed Generating Facility is for a Net Energy Metered facility, a completed **Supplemental Data Collection Form for Net Energy Metered Generating Facilities** is required.

7. A **non-refundable $800 Interconnection Request fee** shall be invoiced and required, when applicable per Rule 21 unless exempted by CPUC Decision.

C. **Application Instructions:** Complete this application and enter this information into PG&E’s web-based form. (PG&E strongly recommends preparing all information and materials before starting the online application.) The online web-based form can be found at:

http://www.pge.com/mybusiness/customerservice/nonpgeutility/generateownpower/distributedgeneration/generationrule21/

Questions concerning PG&E’s Online Application process can be directed to the Electric Generation Interconnection Department at rule21gen@pge.com.

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**Part II Selecting the Study Process**

Please check one:

- [ ] Fast Track Process.
- [ ] Detailed Study (not typical)

---

1 For selection of Study Process for Exporting Generating Facilities, please complete the Rule 21 Exporting Generating Facility Interconnection Request Form 79-1145.

### Part III– Identifying the Generating Facility Location and Responsible Parties

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Date Received:</th>
<th>Generating Facility ID:</th>
<th>Application Expiration Date (Refer to Part III, Section E)</th>
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<tbody>
<tr>
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(For PG&E Use Only)

#### A. Customer Electric Account Information
(What electric service will the Generating Facility be interconnected for parallel operation with PG&E? For aggregated electric accounts (under NEMBIO, dairy operations only) provide the primary and all associated accounts/meter information).

<table>
<thead>
<tr>
<th>Name shown on PG&amp;E service account</th>
<th>Electric Service Agreement ID number</th>
<th>Electric Badge (Meter) Number</th>
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</table>

**NOTE:** Customer Electric account must match the customer’s utility bill account information.

<table>
<thead>
<tr>
<th>Meter Location Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

Please check all that apply:

- A New Generating Facility interconnection (at an existing service).
- Physical Changes to an interconnected Generating Facility with previous approval by PG&E (adding PV panels, adding energy storage as an addition or enhancement, changing inverters/turbines or changing load and/or operations).
- A New 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.
- An Interconnection under Direct Access (DA).
  - Customers applying for interconnection who are served under Direct Access by an Electric Service Provider (ESP) must contact their ESP directly for information regarding the options available under their Direct Access contract.
- An Interconnection under Community Choice Aggregation Service (CCA Service).
  - Customers applying for interconnection who are served under Community Choice Aggregation Service (CCA Service) by a Community Choice Aggregator (CCA) must contact their CCA directly for information regarding the options available under their CCA Service Program.
- An interconnected non-exporting Generating Facility (load always exceeds generation).
INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES

A. Customer Electric Account Contact Information
(Who is the customer contact for progress updates and/or additional information?)

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Company Name</th>
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<table>
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<tr>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</table>

B. Project Contact Information (Who is the project manager for this Generating Facility?)

<table>
<thead>
<tr>
<th>Project Contact Person (Optional)</th>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Phone</th>
<th>Fax</th>
<th>E-mail</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<tbody>
<tr>
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</tbody>
</table>

B.1. Will the Generating Facility be owned by a (third) party other than the name appearing on the PG&E service account in A. above (please check)? _____ Yes   _____No

C.1. Customer-Generating Facility Interconnection Agreement (GFIA) or Customer Generation Agreement (CGA) (for 3rd Party Generator on Premises) Information (Please identify the party that will execute the applicable agreement). CGA is not applicable to Net Energy Metering (NEM) Applicants because PG&E and the Customer, not the 3rd Party if any, must enter into the Net Energy Metering Interconnection Agreement.

<table>
<thead>
<tr>
<th>Company Name to be entered on GFIA/CGA</th>
<th>Legal Title of Host Facility to be entered on GFIA/CGA</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Person Executing the GFIA/CGA</th>
<th>Title of Person Executing the GFIA/CGA</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Phone</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
C.2. **3rd Party Owner – GFIA Information** (Please identify the Party, if known, that will execute the GFIA). This Section is not applicable to Net Energy Metering (NEM) Applicants because PG&E and the Customer, not the 3rd Party if any, must enter into the Net Energy Metering Interconnection Agreement.

<table>
<thead>
<tr>
<th>Company Name to be entered on GFIA/CGA</th>
<th>Legal Title of Company to be entered on GFIA/CGA</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Person Executing the GFIA</th>
<th>Title of Person Executing GFIA</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Phone</th>
<th>E-Mail</th>
</tr>
</thead>
</table>

D. **Operating Date** (What date is this Generating Facility expected to begin operation?)

E. **Expiration Date** (The date the status of this Application is changed to “withdrawn” by PG&E?)

- The information submitted in this Application will remain active and valid consistent with the timelines specified in Rule 21.f.
Acting as the wind kicks up, the leaves of the tree swing back and forth. As the wind continues, the tree begins to sway slightly from side to side. It is a peaceful scene, with the leaves rustling softly in the background.
B. Parallel Operation Applications Only

If the Answer to Section A above was operating mode option 1, please indicate the type of agreement that is being requested with this Application. If operating mode option 2, 3 or 4 was selected, please skip to questions E and F.

If Agreement options 2, 3, 5, 7, or 8 or 9 to this Section B are chosen, please provide an estimate of the maximum kW the Generating Facility is expected to export to PG&E’s Distribution System. If PG&E determines that the amount of power to be exported is significant in relation to the capacity available on its Distribution System, it may request additional information, including time of delivery or seasonal kW/kWh estimates.

agreement options:

__1   __2   __3   __4 __5
__6  __7   __8  __9
(Choose all that apply)

Instructions and Notes

Sample agreements are available from PG&E for review. Choose from the following eight (8) agreement options:

**Customer Owned Generating Facility (non-NEM)**

1. **A Generating Facility Interconnection Agreement** that provides for parallel operation of the Generating Facility, but does not provide for exporting power to PG&E’s Distribution System. This non-export agreement, however does allow the occasional and uncompensated export of energy to PG&E’s Distribution System for less than 2 seconds in duration.

2. **A Generating Facility Interconnection Export Addendum** that provides for parallel operation of the Generating Facility and the occasional, continuous, non-compensated, export of generator facilities sized 2 MW or less to PG&E’s Distribution System. Continuous export is export greater than 60 seconds in duration. This addendum must be executed in concert with Agreement 1.

3. **A Generating Facility Interconnection Agreement** that provides for parallel operation of the 3rd Party owned Generating Facility, but does not provide for exporting energy to PG&E’s Distribution System. This agreement must be executed in addition to agreement 4.

4. **A Customer Generation Agreement** that defines the relationship between the Customer whose name appears on PG&E’s electric service account. This agreement must be executed in addition to agreement 3.

**Net Energy Metering Generating Facility**

If you wish to have your Generating Facility participate on one of PG&E’s Net Energy Metering tariffs, following your bi-directional meter installation, your meter and disconnect switch, when required, must be installed in a safe PG&E accessible location and remain unobstructed by plants, structures, locked gates or pets. Meter and disconnect switch access must be maintained at all times for your safety and PG&E’s electrical system safety. Additionally, unencumbered access is required for meter reading, system maintenance, and operations. Any animals owned by the customer, for example pet dogs, should be kept clear from these areas to avoid hindering PG&E service personnel from completing their work.
Are there any meter access issues? Please check all that apply to avoid interconnection delays.

_____ Dog, or other animals at Residence

_____ Locked Gate

_____ Shrubs or Bushes

_____ Other (please explain) ______________________________

5. **A Net Energy Metering Agreement: Solar and Wind**, that provides for parallel operation of the Generating Facility, and exporting energy to PG&E’s Distribution System for credit under the terms of PG&E’s Net Energy Metering tariffs pursuant to Public Utility Code Section 2827 for solar PV and/ or wind Generating Facilities greater than 30 kw to 1 MW or a Renewable Electrical Generation Facility (as defined in Schedule NEM) sized less than 1 MW, or any combination of these with a total size of no more than 1 MW per each applicable NEM tariff. This agreement also requires submittal of an expanded net energy metered supplemental application. This option is available only to eligible Generating Facilities as defined in PG&E’s Net Energy Metering tariffs.

6. **A Net Energy Metering Agreement: Fuel Cell**, that provides for parallel operation of the Generating Facility, and exporting energy to PG&E’s Distribution System for credit under the terms of PG&E’s Net Energy Metering tariffs for fuel-cell Generating Facilities. This option is available only to eligible Generating Facilities as defined in PG&E’s NEMFC tariff.

7. **Multiple Tariff Generating Facility Agreement**, that provides for the parallel operation of multiple Generating Facilities that are electrically connected behind the same Point of Common Coupling at least one of which is a Generating Facility eligible for service under NEM or other applicable Net Energy Metering tariffs, and may include a Generating Facility not eligible to receive the same tariff treatment under a Net Energy Metering tariff.

8. **Other, please describe:**
INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES

C. Parallel Operation Applications Only

If the answer to Section B above was agreement option 1 or 4, please indicate the protection option that will be used to prevent energy from being exported to PG&E’s Distribution System.

If protection option 3 to this Section C is selected, please provide the continuous current rating of the host Customer facility’s service entrance equipment (service panel rating):

If Protection Option 4 to this Section C is selected, please provide the minimum load of the host Customer facility:

<table>
<thead>
<tr>
<th>Protection Option:</th>
</tr>
</thead>
<tbody>
<tr>
<td>__1 __2 __3 __4</td>
</tr>
<tr>
<td>__5</td>
</tr>
<tr>
<td>(Choose one)</td>
</tr>
<tr>
<td>________________</td>
</tr>
<tr>
<td>________________</td>
</tr>
</tbody>
</table>

Instructions and Notes

Refer to PG&E’s Rule 21, Sections F.1-3 and Section G, for additional information as to how to answer this question. If the Generating Facility will never export power to PG&E’s Distribution System, a simpler, lower cost, protection scheme may be used to control the interface between the Generating Facility and PG&E’s Distribution System. Choose from the following five options:

1. A reverse-power protection device will be installed to measure any export of power and trip the Generating Facility or open an intertie breaker to isolate the Generating Facility if limits are exceeded.

2. An under-power protection device will be installed to measure the inflow of power and trip or reduce the output of the Generating Facility if limits are not maintained.

3. The Generating Facility Interconnection Facility equipment has been certified as non-islanding and the incidental export of power will be limited by the design of the interconnection. If this option is to be used, the continuous ampere rating of the service entrance equipment (service panel rating) that is used by the host Customer facility must be stated in the space provided above.

4. The Gross Nameplate Rating of the Generating Facility will not exceed 50% of the host Customer facility’s minimum electrical load over the past 12 months. If this option is to be used, the minimum load of the host Customer facility must be stated in the space provided above.

5. The Generating Facility completely offset their facility load by being (a) optimally sized to meet their peak demand with load following functionality on the Generator controls and (b) ensuring conditional (inadvertent) export of electric power from the Generation Facility to Distribution Provider’s Distribution or Transmission System occurs no more frequently than twice in any 24 hour period and the exports are greater than 2 seconds but no more than more than 60 seconds.

If this option is selected, you must also choose option 1 or 2.

Note: With the approval of PG&E, a Producer that wishes to retain the option to export power from a Generating Facility to PG&E’s Distribution System may use a different protection scheme that provides for the detection of faults and other abnormal operating conditions.
D. Parallel Operation Applications Only

What is the maximum 3-phase fault current that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault).

Please indicate the short circuit interrupting rating of the host Customer facility’s service panel:

<table>
<thead>
<tr>
<th>Amps</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Instructions and Notes

Refer to PG&E’s Rule 21, Section G, for significance and additional information. To determine this value, any transformers and/or significant lengths of interconnecting conductor used between each of the Generators (if there are more than one) that make up the Generating Facility and the PCC must be taken into account. The details, impedance, and arrangement of such transformers and interconnecting conductors should be shown on the single-line diagram that is provided. Consult an electrical engineer or the equipment supplier if assistance is needed in answering this question.

It is expected that most Applicants will want to reserve the flexibility to operate any or all of their Generators in parallel. If the design of the proposed Generating Facility limits the amount of generation that may be interconnected at any time to PG&E’s Distribution System, please describe the assumptions used in calculating the maximum fault current contribution value.
Please indicate how this Generating Facility will be operated.

(Please choose all options that may apply.)

Choose from the following seven operation options:

1. **Combined Heat and Power or Cogeneration** – Where the operation of the Generating Facility will produce thermal energy for a process other than generating electricity.

2. **Peak Shaving/Demand Management** – Where the Generating Facility will be operated primarily to reduce electrical demands of the host Customer facility during PG&E’s peak pricing periods.

3. **Primary Power Source** – Where the Generating Facility will be used as the primary source of electric power and power supplied by PG&E to the host Customer’s loads will be required for supplemental, standby, or backup power purposes only.

4. **Standby / Emergency / Backup** – Where the Generating Facility will normally be operated only when PG&E’s electric service is not available.

5. **Net Energy Metering** – Where the Generating Facility qualifies and receives service under PG&E’s Net Energy Metering tariffs. For applicants for service under Schedule NEM as described in Part 3 B (7.) and (9.), a supplemental application (Form Number 79-998) is also required.

6. **RES-BCT** – Where the Generating Facility will be operated with no on-site electrical load (other than station load).

7. **Multiple Tariff** - Generating Facilities that have one or more Net Energy Metering (NEM) generator(s) and optionally a non-Net Energy Metering (non-NEM) generator(s). Check one of the following four options on the next sheet.

For **Multiple Tariff** Generating Facilities, check one of the following:

- [ ] New facility installing non-NEM generator(s) and NEM generator(s) at the same time.

- [ ] Existing facility with non-NEM generator(s) and planning to add NEM generator(s). Please provide data for the table below.

- [ ] Existing facility with NEM generator(s) and planning to add non-NEM generator(s). Please provide data for the table below.

- [ ] Existing facility with NEM generator(s) and planning to add NEM generator(s) under a different NEM tariff. Please provide data for the table below.
**INTERCONNECTION APPLICATION FOR NON-EXPORT OR CERTAIN NET ENERGY METERED GENERATING FACILITIES**

**Part IV Cont’d - Describing the Generating Facility and Host Customer’s Electrical Facilities**

<table>
<thead>
<tr>
<th>Instructions (From Part V)</th>
<th>Generator Information</th>
<th>Existing Generator Type</th>
<th>Existing Generator Type</th>
<th>New Generator Type</th>
<th>New Generator Type</th>
<th>Generating Facility Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td>Please indicate the number of each type of Generator being installed: (see Instructions)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>A</td>
<td>Generator/Inverter Manufacturer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Generator/Inverter Model</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Generator/Inverter Software Version</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Is the Generator/Inverter certified</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>E</td>
<td>Generator Design</td>
<td>Synch</td>
<td>Induct.</td>
<td>__</td>
<td>__</td>
<td>Synch</td>
</tr>
<tr>
<td>F</td>
<td>Gross Nameplate Rating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Energy Storage Electrical Source Function (in addition, please complete section: “Additional Information Required for Energy Storage”)</td>
<td>Max kWh Capacity:</td>
<td>Max kWh Capacity:</td>
<td>Max kWh Capacity:</td>
<td>Max kWh Capacity:</td>
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<tr>
<td></td>
<td>List (if any) device(s) used to limit discharge (Inverter, Power Control, etc.)</td>
<td>Rated kW Discharge:</td>
<td>Rated kW Discharge:</td>
<td>Rated kW Discharge:</td>
<td>Rated kW Discharge:</td>
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<td>Max kW Discharge:</td>
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<td>Max kW Discharge:</td>
<td>Max kW Discharge:</td>
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<td>H</td>
<td>Operating Voltage</td>
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</table>
### Part IV Cont’d - Describing the Generating Facility and Host Customer’s Electrical Facilities

<table>
<thead>
<tr>
<th>Instructions (From Part V)</th>
<th>Generator Information</th>
<th>Existing Generator Type</th>
<th>Existing Generator Type</th>
<th>New Generator Type</th>
<th>New Generator Type</th>
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<tbody>
<tr>
<td>I</td>
<td>Power Factor Rating</td>
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<tr>
<td>J</td>
<td>PF Adjustment Range</td>
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<tr>
<td>K</td>
<td>Wiring Configuration</td>
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<tr>
<td>L (MP)</td>
<td>3-Phase Winding</td>
<td>_3 Wire Delta</td>
<td>_3 Wire Delta</td>
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<td>M (MP)</td>
<td>Neutral Grounding</td>
<td>_ Ungrounded</td>
<td>_ Ungrounded</td>
<td>_ Ungrounded</td>
<td>_ Ungrounded</td>
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<tr>
<td></td>
<td>System Used</td>
<td>_ Solidly Grounded</td>
<td>_ Solidly Grounded</td>
<td>_ Solidly Grounded</td>
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<td>(Choose One)</td>
<td>_ Ground</td>
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<td></td>
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<td>Resistor</td>
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<td>_____ Ohms</td>
<td>_____ Ohms</td>
<td>_____ Ohms</td>
<td>_____ Ohms</td>
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<tr>
<td>N</td>
<td>Synchronous Generators Only:</td>
<td>Synchronous Reactance:</td>
<td>_____ (Xd %)</td>
<td>_____ (Xd %)</td>
<td>_____ (Xd %)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Transient Reactance:</td>
<td>_____ (X’d %)</td>
<td>_____ (X’d %)</td>
<td>_____ (X’d %)</td>
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<tr>
<td></td>
<td></td>
<td>Subtransient Reactance:</td>
<td>_____ (X’d %)</td>
<td>_____ (X’d %)</td>
<td>_____ (X’d %)</td>
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<tr>
<td>O</td>
<td>Induction Generators Only:</td>
<td>Locked Rotor Current:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Stator Resistance:</td>
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<td>Stator Leakage Reactance:</td>
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<td></td>
<td></td>
<td>Rotor Resistance:</td>
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<td></td>
<td></td>
<td>Rotor Leakage Reactance:</td>
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<td>_____ (%)</td>
<td>_____ (%)</td>
<td>_____ (%)</td>
<td>_____ (%)</td>
</tr>
<tr>
<td>P</td>
<td>Short Circuit Current</td>
<td>Produced by Generator:</td>
<td>_____ (Amps)</td>
<td>_____ (Amps)</td>
<td>_____ (Amps)</td>
</tr>
<tr>
<td>Q</td>
<td>For Generators that are Started as a “Motor” Only</td>
<td>1. In-Rush Current:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>2. Host Customer’s Service Entrance Panel (Main Panel) Continuous Current Rating:</td>
<td></td>
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</tr>
</tbody>
</table>
### Part IV Cont'd - Describing the Generating Facility and Host Customer’s Electrical Facilities

<table>
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<tr>
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<th>Existing Generator Type</th>
<th>Existing Generator Type</th>
<th>New Generator Type</th>
<th>New Generator Type</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>R</strong> (MP&amp;I)</td>
<td>Prime Mover Type: (Circle One)</td>
<td>1 2 3 4 5 6</td>
<td>7 8 9 10 11</td>
<td>12 13 14 15 16</td>
<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td><strong>S</strong></td>
<td>AC Disconnect</td>
<td>Manufacturer</td>
<td>Model #</td>
<td>Rating (amps)</td>
<td>Manufacturer</td>
</tr>
<tr>
<td><strong>T</strong></td>
<td>Photovoltaic (PV) Panel</td>
<td>Manufacturer</td>
<td>Model #</td>
<td>Nameplate Rating (kw/unit)</td>
<td>Manufacturer</td>
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<td></td>
<td></td>
<td></td>
<td>CEC Rating (kW/unit)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Quantity of Panels</td>
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<td></td>
<td></td>
<td></td>
<td>Total Capacity (kW)</td>
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<tr>
<td><strong>U</strong></td>
<td>Energy Storage System</td>
<td>Manufacturer</td>
<td>Model #</td>
<td>Quantity of Units</td>
<td>Manufacturer</td>
</tr>
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<td></td>
</tr>
<tr>
<td><strong>V</strong></td>
<td>Lineside Tap</td>
<td>__ Yes</td>
<td>__ No</td>
<td>__ Yes</td>
<td>__ No</td>
</tr>
</tbody>
</table>

Instructions (From Part V): R (MP&I), S, T, U, V
F. Additional Information Required for Energy Storage Systems (if applicable):

Describe the current primary intended use (s) of the storage device (please check all applicable boxes that apply. If operations significantly change, please contact PG&E):

- [ ] Peak Shaving  [ ] Load Shifting (away from peak time periods)
- [ ] Export to Grid  [ ] Back Up Power

Other:

**Electrical Load Function:**

Rated Charge Demand (Load): ____________ kW

Will the distribution grid be used to charge the storage device: [ ] Yes  [ ] No

**If yes:** Will charging the storage systems from the grid increase the host facility’s current peak load demand:  
Yes [ ]  No [ ]

- **Yes:** Provide the amount added of peak demand in (kW): ____________
- **No:** Provide technical description of control systems including:  
  - Charging periods: ________________________________
  - Source of energy for charging: ________________________________
  - Mechanism to prevent charging from the grid at peak: ________________________________

**Generating Facility:** *Including all generation sources such as PV, storage, and other technologies, provide the following information:*

Will the generating facilities export power to the grid: [ ] Yes  [ ] No

If yes, specify Generating Facility’s maximum coincident export to the grid: _________ kW

If all generation sources are not simultaneously exporting to the grid, provide technical high level description of the control system(s) for this function:
### G. Please indicate if Qualifying Facility (QF) Status will be obtained from the FERC for this Generating Facility.

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

**Instructions and Notes**

Parties operating Generating Facilities (QF) complying with all of the requirements for qualification as either a small power production facility or cogeneration facility pursuant to the regulations of the FERC (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing the Public Utility Regulatory Policies Act of 1978 (16 U.S.C.A. Section 796, et seq.), or any successor requirements for Qualifying Facilities, may seek certification from FERC to have the Generating Facility designated as a Qualifying Facility or “QF.” In summary, QFs are Generating Facilities using renewable or alternative fuels as a primary energy source or facilities that utilize the thermal energy given off by the generation process for some other useful purpose. QFs enjoy certain rights and privileges not available to non-QF Generating Facilities.

QF status is not required to interconnect and operate in parallel with PG&E’s Distribution System.

### H. Please indicate if Generating Facility will meet the annual Efficiency and Operating Standards of PUC Code 216.6 (Applicable to Cogeneration Only)

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Part V – Instructions for Describing the Generators

<table>
<thead>
<tr>
<th>Generator Information</th>
<th>Instructions and Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td>Please indicate the number of each “type” of Generator being installed:</td>
</tr>
<tr>
<td>A Generator/Inverter Manufacturer</td>
<td>Enter the brand name of the Generator.</td>
</tr>
<tr>
<td>B Generator/Inverter Model</td>
<td>Enter the model name or number assigned by the manufacturer of the Generator.</td>
</tr>
<tr>
<td>C Generator/Inverter Software Version</td>
<td>If this Generator’s control and or protective functions are dependent on a software program supplied by the manufacturer of the equipment, please provide the version or release number for the software that will be used.</td>
</tr>
<tr>
<td>D Is the Generator Certified by a NRTL according to Rule 21?</td>
<td>Answer “Yes” only if the Generator manufacturer can or has provided certification data. See PG&amp;E’s Rule 21, Section L for additional information regarding Generator certification.</td>
</tr>
<tr>
<td>E Generator Design</td>
<td>Please indicate the design of each Generator. Designate “Inverter” anytime an inverter is used as the interface between the Generator and the electric system regardless of the primary power production/storage device used.</td>
</tr>
<tr>
<td>F Gross Nameplate Rating (kVA)</td>
<td>This is the capacity value normally supplied by the manufacturer and stamped on the Generator’s nameplate. This value is not required where the manufacturer provides only a kW rating. However, where both kVA and kW values are available, please indicate both.</td>
</tr>
<tr>
<td>G Energy Storage Electrical Source Function</td>
<td>Please indicate the discharge characteristics of your Energy Storage device in addition to any devices that limit or control the discharge capability.</td>
</tr>
<tr>
<td>H Operating Voltage</td>
<td>This value should be the voltage rating designated by the manufacturer and used in this Generating Facility. Please indicate phase-to-phase voltages for 3-phase installations. See PG&amp;E’s Rule 21, Section H.2.b. and Table H.1., for additional information.</td>
</tr>
<tr>
<td>I Power Factor Rating</td>
<td>This value should be the nominal power factor rating designated by the manufacturer for the Generator. See PG&amp;E’s Rule 21, Section H.2.i. for additional information.</td>
</tr>
<tr>
<td>J PF Adjustment Range</td>
<td>Where the power factor of the Generator is adjustable, please indicate the maximum and minimum operating values. See PG&amp;E’s Rule 21, Section H.2.i.</td>
</tr>
</tbody>
</table>
### Generator Information

<table>
<thead>
<tr>
<th>Letter</th>
<th>Description</th>
<th>Instructions and Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>K</td>
<td>Wiring Configuration</td>
<td>Please indicate whether the Generator is a single-phase or three-phase device. See PG&amp;E’s Rule 21, Section H.3.</td>
</tr>
<tr>
<td>L</td>
<td>3-Phase Winding Configuration</td>
<td>For three-phase generating units, please indicate the configuration of the Generator’s windings or inverter systems.</td>
</tr>
<tr>
<td>M</td>
<td>Neutral Grounding</td>
<td>Wye connected generating units are often grounded – either through a resistor or directly, depending upon the nature of the electrical system to which the Generator is connected. If the grounding method used at this facility is not listed, please attach additional descriptive information.</td>
</tr>
<tr>
<td>N</td>
<td>For Synchronous Generators Only:</td>
<td>If the Generator is of a synchronous design, please provide the synchronous reactance, transient reactance, and subtransient reactance values supplied by the manufacturer. This information is necessary to determine the short circuit contribution of the Generator and as data in load flow and short circuit computer models of PG&amp;E’s Distribution System. If the Generator’s Gross Nameplate Capacity is 10 MW or greater, PG&amp;E may request additional data to better model the nature and behavior of the Generator with relation to its Distribution System.</td>
</tr>
<tr>
<td>O</td>
<td>For Induction Generators Only:</td>
<td>If the Generator is of an induction design, please provide the “locked rotor current” value supplied by the manufacturer. If this value is not available, the stator resistance, stator leakage reactance, rotor resistance, rotor leakage reactance values supplied by the manufacturer may be used to determine the locked rotor current. If the Generator’s Gross Nameplate Capacity is 10 MW or greater, PG&amp;E may request additional data to better model the nature and behavior of the Generator with relation to its Distribution System.</td>
</tr>
<tr>
<td>P</td>
<td>Short Circuit Current Produced by Generator</td>
<td>Please indicate the current each Generator can supply to a three-phase fault across its output terminals. For single phase Generators, please supply the phase-to-phase fault current.</td>
</tr>
<tr>
<td>Q</td>
<td>For Generators that are Started as a “Motor” Only:</td>
<td>This information is needed only for Generators that are started by “motoring” the generator. See PG&amp;E’s Rule 21, Sections L.3.d. and L.7.b. for significance and additional information. If this question was answered in Part IV, question C of this Application, it need not be answered here.</td>
</tr>
</tbody>
</table>

1. In-Rush Current
2. Host Customer’s Service Entrance Panel (Main Panel) Continuous Current Rating
<table>
<thead>
<tr>
<th>Generator Information</th>
<th>Instructions and Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>R  Prime Mover Type</td>
<td>Please indicate the type and fuel used as the prime mover or source of energy for the Generator.</td>
</tr>
<tr>
<td>S  AC Disconnect</td>
<td>For systems requiring an AC Disconnect only, please include the requested information about the AC Disconnect.</td>
</tr>
<tr>
<td>T  Photovoltaic (PV) Panel</td>
<td>For PV systems only, please include the requested information about the PV panels.</td>
</tr>
<tr>
<td>U  Energy Storage System</td>
<td>For Energy Storage systems only, please include the requested information about the Energy Storage device.</td>
</tr>
<tr>
<td>V  Lineside Tap</td>
<td>PG&amp;E has special requirements for a lineside tap. Contact PG&amp;E at: <a href="mailto:Rule21Gen@PGE.Com">Rule21Gen@PGE.Com</a> for more information.</td>
</tr>
</tbody>
</table>

1 = Internal Combustion Engine – Natural Gas
2 = Internal Combustion Engine – Diesel Fueled
3 = Internal Combustion Engine - Other Fuel
4 = Microturbine – Natural Gas
5 = Microturbine – Other Fuel
6 = Combustion Turbine Natural Gas
7 = Combustion Turbine - Other Fuel
8 = Steam Turbine
9 = Photovoltaic Panels
10 = Solar-thermal engine
11 = Fuel Cell– Natural Gas
12 = Fuel Cell– Other Fuel
13 = Hydroelectric Turbine
14 = Wind Turbine
15 = Energy Storage
16 = Other (please describe)
This Generating Facility Interconnection Agreement (3rd Party Non-Exporting) (Agreement) is entered into by and between ______________________________, a ________________ (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, PURPOSE, AND RELATED AGREEMENT

1.1 This Agreement, in conjunction with the Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) (Form 79-992) identified in Section 1.2 and attached as Appendix E, 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 2.2. This Agreement does not provide for Producer to deliver electric power to PG&E’s Distribution System, nor does this Agreement constitute an agreement by PG&E to provide retail electrical service to Producer. Such arrangements must be made separately between PG&E and Producer.

1.2 The Generating Facility shall be interconnected with PG&E’s Distribution System consistent with, and pursuant to, the Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) between PG&E and ________________________________, (Customer) its successors or assigns dated ________________________, (Customer Agreement).

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 Customer’s loads are interconnected with PG&E’s Distribution System, are attached to and made a part of this Agreement.

2.2 Name and address used by PG&E to locate the Customer’s Electric Service Account(s) used to interconnect the Generating Facility with PG&E’s Distribution System:

____________________________________

____________________________________

____________________________________
2.3 The Gross Nameplate Rating of the Generating Facility is _____ kW.

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

2.5 The annual energy production of the Generating Facility is expected to be _______ kWh.

2.6 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.

2.7 For the purpose of securing certain tariff charge exemptions available under
   the California Public Utilities Code (PU Code), Producer hereby declares that
   the Generating Facility:

   (a) ☐ does / ☐ does not  meet the requirements for Cogeneration as
       such term is used in Section 218.56.6 of the PU Code.

   (b) ☐ does / ☐ does not meet the requirements for Distributed Energy
       Resource Generation as such term is used in Section 353.1 of the
       PU Code.

3. DOCUMENTS INCLUDED

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 - 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, and formed by the parties).

Appendix C - Producer’s warranty that the Generating Facility meets the
requirements for a Cogeneration facility pursuant to Section 218.56.6
of the Public Utilities Code (when applicable).

Appendix D - Producer’s warranty that the Generating Facility meets the
requirements for Distributed Energy Resources Generation as
defined in Section 353.1 of the Public Utilities Code (When
applicable).

Appendix E - Customer Generation Agreement (3rd Party Generator on Premises,
Non-Exporting) (Form 79-992).
4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 16 of this Agreement. 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 31st day following the date the Customer Agreement is terminated unless such Customer Agreement is assigned to another party or replaced by a subsequent agreement. The Parties shall cooperate in obtaining an assignment or replacement agreement.

(c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer or PG&E’s intent to terminate this Agreement.

4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable tariffs, 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) Unless otherwise agreed 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 2.6 of this Agreement 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 sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E’s 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.
4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file an application to terminate this Agreement with the Commission pursuant to the Commission’s rules and regulations.

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 OPERATION

5.1 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 Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility.

5.2 The electric power 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. 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 Public Utilities PU Code.

5.3 Producer shall regulate the electric power output of Producer’s Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E’s electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer’s Generating Facility.

5.4 The Generating Facility shall be operated with all of Producer’s Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E’s Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

5.5 Producer shall not operate the Generation Facility in parallel with PG&E’s Distribution System unless the Customer Agreement is in effect. If the Customer Agreement identified in Section 1.2 is terminated, Producer agrees to cease operating the Generating Facility in parallel with PG&E's Distribution System.

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 Electric Rule 21, or any other tariff approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

7.1 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.

7.2 PG&E shall not be liable to Producer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Producer resulting from termination of the Customer Agreement provided such termination is consistent with the terms of the Customer Agreement.

8. INSURANCE

8.1 In connection with Producer’s performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

(a) Two million dollars ($2,000,000) for each occurrence if the Gross Nameplate Rating of Producer’s Generating Facility is greater than one hundred (100) kW;

(b) One million dollars ($1,000,000) for each occurrence if the Gross Nameplate Rating of Producer’s Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and

(c) Five hundred thousand dollars ($500,000) for each occurrence if the Gross Nameplate Rating of Producer’s Generating Facility is twenty (20) kW or less.

(d) Two hundred thousand dollars ($200,000) for each occurrence if the Gross Nameplate Rating of Producer’s Generating Facility is ten (10) kW or less and Producer’s Generating Facility is connected to an account receiving residential service from PG&E.
Such general liability insurance shall include coverage for “Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.”

8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days’ written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3 If Producer’s Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer’s written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.

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.

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer is 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 person specified below:

If to PG&E: [Contact information to be supplied]
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: [Contact information to be supplied]

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.

Producer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including the Producer’s name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC’s or Commission’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, DEFINED TERMS

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 tariffs applicable
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 tariffs, rates, charges, classification, service, or any agreement relating thereto.

13.5 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 1 or Electric Rule 21, Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

14. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

15. ENTIRE AGREEMENT

This Agreement and the Customer Agreement referenced in Section 1.2, including any incorporated tariffs, 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, the Customer Agreement or in the incorporated tariffs.

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.

(PACIFIC GAS AND ELECTRIC COMPANY)

(Company Name) 

(Signature) 

(Print Name) 

(Title) 

(PACIFIC GAS AND ELECTRIC COMPANY)

(Signature) 

(Print Name) 

(Title) 

Automated Document, Preliminary Statement Part A

Form 79-988

Advice 3609-G/4674-Exxxx-E

July 2012
APPENDIX A

DESCRIPTION OF GENERATING FACILITY

AND SINGLE-LINE DIAGRAM
APPENDIX B

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, and formed by the Parties)
APPENDIX C
(When applicable)

PRODUCER’S WARRANTY THAT THE GENERATING FACILITY IS A “COGENERATION FACILITY” PURSUING TO SECTION 218.56.6 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PU Code), Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 218.56.6 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 sole 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 sole 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 sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer’s electric Service Account through which the Generating Facility is Interconnected with PG&E’s Distribution System for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer’s representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

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

(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 California Public Utilities Code (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 sole 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 sole 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 sole discretion that the Generating Facility first ceased to meet the DERG Requirements. PG&E shall invoice the Producer electric Service Account through which the Generating Facility is Interconnected with PG&E’s Distribution System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer’s representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

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

CUSTOMER GENERATION AGREEMENT
(3RD PARTY GENERATOR ON PREMISES)
(NON-EXPORTING)
This Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) (Agreement) is entered into by and between _________________ a ______________________ (Customer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer 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, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the Generating Facility Interconnection Agreement (3rd Party Non-Exporting) (Form 79-988), identified in Section 2.2 and attached as Appendix A, allows the Producer (as identified in Section 2.2) to utilize Customer's electrical facilities to interconnect and operate the Generating Facility in parallel with PG&E’s Distribution System. The purpose of the Generating Facility is to serve the Customer’s electrical loads at the location identified in Section 2.1.

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

2.1 The name and address used by PG&E to locate the Customer or electric service account where the Generating Facility interconnects with PG&E’s Distribution System is:

________________________________________
________________________________________
________________________________________

2.2 The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the Generating Facility Interconnection Agreement (3rd Party Non-Exporting) between PG&E and ________________________ its successors or assigns (Producer Agreement).
2.3 Producer’s contact information:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

3.1 Customer acknowledges that it has authorized the Generating Facility to be installed and operated by Producer in accordance with PG&E’s Electric Rule 21 on or adjacent to Customer’s premises. Such Generating Facility shall be used to serve all or a portion of Customer’s electrical loads associated with the electric service provided by PG&E at the location identified in Section 2.1, above, and any other purpose permitted under the Producer Agreement. Customer shall be solely responsible for the terms of any agreement between it and Producer.

3.2 Customer shall be solely responsible for any charges incurred under PG&E’s electric service tariffs for the services provided to Customer by PG&E. Customer acknowledges that it is the sole end-use consumer of such tariffed services. This Agreement does not constitute an agreement by PG&E to provide any tariffed service to Producer.

3.3 Customer acknowledges the Generating Facility shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E’s Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of the Generating Facility including, but not limited to Standby Tariff, Preliminary Statement “BB” Non-Bypassable Charges Tariff, and Electric Rule 2, and that the performance or lack of performance of the Generating Facility may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Copies of such tariffs are available at www.PGE.com or by request to PG&E.

3.4 Any amounts to be paid, or refunded to, PG&E for the services received by Customer as a result of the Producer failing to operate the Generating Facility in accordance with the terms of the representations and warranties made under the Producer Agreement shall be paid to PG&E in accordance with PG&E’s electric tariffs.
3.5 Customer shall make the Generating Facility reasonably accessible to PG&E’s personnel, contractors or agents to perform PG&E’s duties under Electric Rule 21.

4. TERMS AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 13 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.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the Customer’s electric service account through which the Generating Facility is interconnected to PG&E’s Distribution System is closed or terminated.

(c) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the 31st day following the date the Producer Agreement is terminated, unless the responsibility for such Producer Agreement is assigned to or replaced by a subsequent Producer. The Parties shall cooperate in obtaining an assignment or replacement agreement.

(d) At 12:01 A.M. on the 61st day after Customer or PG&E provides written Notice pursuant to Section 6 below to the other Party of the Customer or PG&E’s intent to terminate this Agreement.

4.2 Customer may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for one or more of the following reasons:

(a) A change in PG&E’s applicable tariffs, 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) Unless otherwise agreed in writing by the Parties, Customer fails to take all corrective actions specified in PG&E’s Notice provided in accordance with Section 6 that Customer is out of compliance with the terms of this Agreement within the time frame set forth in such Notice.
5. LIMITATION OF LIABILITY

5.1 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.

5.2 PG&E shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from termination of the Producer Agreement between Producer and PG&E, provided such termination is consistent with the terms of the Producer Agreement.

6. NOTICES

6.1 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: [Contact information to be supplied] Pacific Gas and Electric Company  
Attention: Generation Interconnection Services—Contract Management  
245 Market Street  
San Francisco, California 94105-1702

If to Customer: [Contact information to be supplied]
6.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 6.1.

6.3 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.

7. RELEASE OF DATA

Customer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including Customer’s name and location, and the size, location and operational characteristics of the Generating Facility, as may be requested from time to time pursuant to the CEC’s or Commission’s rules and regulations.

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

9. 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.

10. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E’s TARIFFS, DEFINED TERMS

10.1 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.

10.2 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.

10.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by PG&E. Copies of such tariffs are available at www.PGE.com or by request to PG&E and are incorporated into this Agreement by this reference.

10.4 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 tariffs, rates, charges, classification, service, or any agreement relating thereto.

10.5 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 1 or Electric Rule 21 Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

11. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. PG&E shall determine in its sole discretion whether prior commission approval is required for such amendments or modifications.

12. ENTIRE AGREEMENT

This Agreement, and the Producer Agreement, including any incorporated tariffs, contain 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, the Producer Agreement, or in the incorporated tariffs.
13. 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.

__________________________        ________________________________
(Company Name)                   PACIFIC GAS AND ELECTRIC COMPANY

__________________________        ________________________________
(Signature)                      (Signature)

__________________________        ________________________________
(Print Name)                     (Print Name)

__________________________        ________________________________
(Title)                         (Title)

__________________________        ________________________________
(Date)                          (Date)

______________________________        ________________________________
PACIFIC GAS AND ELECTRIC COMPANY

By: ____________________________        By: ____________________________

Name: ____________________________        Name: ____________________________

Title: ____________________________        Title: ____________________________

Date: ____________________________        Date: ____________________________
APPENDIX A

Generating Facility Interconnection Agreement
(3rd Party Non-Exporting)

BETWEEN

PRODUCER AND PACIFIC GAS AND ELECTRIC COMPANY
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: _______________________

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

<table>
<thead>
<tr>
<th>Type</th>
<th>kW</th>
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<tbody>
<tr>
<td>biomass</td>
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<tr>
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<td>municipal solid waste</td>
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<td>photovoltaic</td>
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<td>landfill gas</td>
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<td>wind</td>
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<td>geothermal</td>
<td>________</td>
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<tr>
<td>ocean thermal</td>
<td>________</td>
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<tr>
<td>fuel cell</td>
<td>________</td>
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<tr>
<td>tidal current</td>
<td>________</td>
</tr>
<tr>
<td>small hydroelectric generation</td>
<td>________</td>
</tr>
</tbody>
</table>

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):
### GENERATING FACILITY
### INTERCONNECTION AGREEMENT
#### (MULTIPLE TARIFF)

<table>
<thead>
<tr>
<th>Source</th>
<th>kW</th>
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<tbody>
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<tr>
<td>digester gas</td>
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<td>solar thermal</td>
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<td>municipal solid waste</td>
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<td>wind</td>
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<tr>
<td>ocean wave</td>
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<tr>
<td>geothermal</td>
<td></td>
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<tr>
<td>ocean thermal</td>
<td></td>
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<tr>
<td>fuel cell</td>
<td></td>
</tr>
<tr>
<td>tidal current</td>
<td></td>
</tr>
<tr>
<td>small hydroelectric generation</td>
<td>kW</td>
</tr>
</tbody>
</table>

#### 2.6.2 Non-Eligible Generator(s): _______ kW

#### 2.6.3 **Total Net** Nameplate Rating of the Generating Facility: _______ kW

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

#### 2.7.1 Eligible Generator(s):

<table>
<thead>
<tr>
<th>Source</th>
<th>kW</th>
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</thead>
<tbody>
<tr>
<td>biomass</td>
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<td>ocean thermal</td>
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<td>fuel cell</td>
<td></td>
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<tr>
<td>tidal current</td>
<td></td>
</tr>
<tr>
<td>small hydroelectric generation</td>
<td>kW</td>
</tr>
</tbody>
</table>

#### 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 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 218.56.6 of the California Public Utilities Code.

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

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

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

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<thead>
<tr>
<th>Technology</th>
<th>Are Met</th>
<th>Not Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>biomass</td>
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</tr>
<tr>
<td>digester gas</td>
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<td>□</td>
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<tr>
<td>solar thermal</td>
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<td>municipal solid waste</td>
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<td>photovoltaic</td>
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<td>landfill gas</td>
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<td>ocean wave</td>
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<td>tidal current</td>
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<tr>
<td>small hydroelectric generation</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>biogas digester (under NEMBIO)</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>fuel cell (under NEMFC)</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>other technology</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>biogas digester (under NEMBIO)</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>
biogas digester (under NEMBIO): are met □ are not met □

fuel cell (under NEMFC): are met □ are not met □

other technology: are met □ are not met □

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

Appendix C - A Copy of PG&E's Agreement for Installation 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 218.56.6 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
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.

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.

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 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 218.56.6 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 an 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:

   (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.

(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.____

10.9. NOTICES

10.49.1 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:

[Contact information to be supplied]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:

[Contact information to be supplied]

Producer Name: ______________________
Address: ____________________________
City: ________________________________
Phone: (     ) _________________________
FAX: (     ) _________________________

10.29.2 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.

10.39.3 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.

11.10. REVIEW OF RECORDS AND DATA

11.410.1 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.

11.210.2 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.

12. 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.

13. 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.

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

14.113.1 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.

14.213.2 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.

14.313.3 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.

14.413.4 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.

15.14. AMENDMENT AND MODIFICATION

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

46.15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

47.16. 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.

PACIFIC GAS AND ELECTRIC COMPANY

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)

PRODUCER’S NAME

By: _________________________________

Name: _______________________________

Title: ________________________________

PACIFIC GAS AND ELECTRIC COMPANY

By: _________________________________

Name: _______________________________

Title: ________________________________
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.)
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.”)
APPENDIX C (If Applicable)

RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)
APPENDIX D (When applicable)

PRODUCER’S WARRANTY THAT THE GENERATING FACILITY IS A “COGENERATION FACILITY” PURSUANT TO SECTION 218.56.6 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 218.56.6 of the PU Code (Cogeneration Requirements).

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

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

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

PRODUCER’S WARRANTY THAT THE GENERATING FACILITY IS A “DISTRIBUTED ENERGY RESOURCES GENERATION” FACILITY PURSUANT TO SECTION 353.1 OF THE CALIFORNIA PUBLIC UTILITIES CODE

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

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

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

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer’s receipt of such invoice.
APPENDIX F (When applicable)

LIST OF ELIGIBLE ACCOUNTS TO BE INCLUDED IN NET ENERGY METERING CALCULATIONS PURSUANT TO SCHEDULE NEMBIO OR NEMFC SPECIAL CONDITION 4

Please use a separate sheet for each NEMBIO and/or NEMFC billing arrangement group, include the NEMBIO or NEMFC generator account information and clearly indicate which Eligible Accounts are to be associated with each listed NEMBIO or NEMFC generator account.

<table>
<thead>
<tr>
<th>Service Agreement ID Number</th>
<th>Address (Street, City, Zip Code)</th>
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Sheet ________________ of ________________
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.
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:

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<th>biomass</th>
<th>geothermal</th>
<th>municipal solid waste</th>
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<tr>
<td>solar thermal</td>
<td>fuel cell</td>
<td>landfill gas</td>
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<tr>
<td>small hydroelectric generation</td>
<td>ocean wave</td>
<td>digester gas</td>
</tr>
<tr>
<td>ocean thermal</td>
<td>tidal current</td>
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</table>

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 an “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).

¹ The RPS Guidebooks can be found at: http://www.energy.ca.gov/renewables/documents/index.html#rps
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 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: ______________________________
Pacific Gas and Electric Company (PG&E), a California Corporation, and ___________________________ (Customer) hereby enter into this Addendum to the Generation Facility Interconnection Agreement for Non-Export Generating Facilities (GFIA) (Form 79-973) between PG&E and Customer. Customer and PG&E are sometimes referred to in this Addendum jointly as “Parties” or individually as “Party.” The Parties agree as follows:

1. PURPOSE AND SCOPE

1.1. This Addendum represents mutual agreement between PG&E and Customer to provide for Export as described in Section 1.3 below, notwithstanding Section 5.1 of the GFIA.

1.2. This Addendum shall apply to Customer’s Generating Facility that consists of either a solar, wind or fuel cell generator that is inverter based and is 2 megawatts (MW) or less provided that the Generating Facility otherwise satisfies all other applicable requirements of PG&E's Electric Rule 21.

1.3. For purposes of this Addendum, Export is defined as the uncompensated and unscheduled flow of electrical energy from Customer’s Generating Facility onto PG&E’s Distribution System. The Export shall fully comply with Section 3 of this Addendum. Customer agrees that such Export is solely for Customer’s operating convenience and understands that there will be no compensation made by PG&E, or third parties, for such Export. Customer understands that it is obligated to manage Export in compliance with current and future guidelines established by regulatory agencies having jurisdiction over such Export.

1.4. All other capitalized terms used and not defined herein, whether in singular or plural, shall have the meanings assigned to them in PG&E’s Electric Rule 21.

2. TERM AND TERMINATION

2.1. This Addendum shall become effective as of the later of the effective date of the GFIA or the last date entered in Section 5 of this Addendum.

2.2. This Addendum shall continue in full force and effect until termination of the GFIA, or unless terminated in accordance with Section 4.2 of this Addendum.
3. INTERCONNECTION OF GENERATING FACILITY

3.1. In addition to the requirements of Electric Rule 21 and the GFIA, Customer will abide by the following requirements in the interconnection and operation of its Generating Facility:

3.1.1. The maximum amount of electric power to be delivered to PG&E’s Distribution System shall not exceed ______________________ [INSERT MAXIMUM AMOUNT OF EXPORT CAPACITY].

3.1.2. Customer will set and maintain relay settings as specified by PG&E, as an attachment to this Addendum, if applicable:

- applicable
- not applicable

3.1.3. Customer will meet all requirements specified by PG&E, in the Special Facilities Agreement for items such as a grounding/stabilizing transformer, fault detection schemes, and/or transfer trip as an attachment to this Addendum, if applicable:

- applicable
- not applicable

3.1.4. This Addendum does not provide for, or otherwise obligate PG&E to measure, purchase, transmit, distribute, or store the electrical power delivered to PG&E’s Distribution System by Customer.

3.1.5. The Generating Facility shall be operated with all of Customer’s Protective Functions specified in Section 3 in service whenever the Generating Facility is operated in parallel with PG&E’s Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

3.1.6. Customer shall understand that if PG&E needs to reconfigure the Distribution System and that if after such reconfiguration is complete, a voltage regulation problem arises due to Export by Customer, then Customer will correct, at its cost, Customer’s Generating Facility as may reasonably be necessary to resolve the voltage regulation issue. Customer agrees that until such voltage regulation issue is resolved to PG&E’s reasonable satisfaction, Customer will not be permitted to make Exports to the Distribution System.
3.2. PG&E retains the right, without notice, to require Customer to curtail Export during times of Emergency or under circumstances where such Export might interfere with the safe and reliable operation of the Distribution System.

3.3. Generating Facilities greater than 1 MW may have additional requirements and charges pursuant to applicable California Independent System Operator (CAISO) tariffs.

4. COMPLIANCE

4.1. In the event Customer operates its Generating Facility in a manner that exceeds the parameters for Export established in Section 3 of this Addendum, Customer understands that 1) its Generating Facility will be subject to curtailment or disconnection as provided in PG&E’s Electric Rule 21 Section B.9 for Unsafe Operating Conditions, and 2) PG&E reserves the right to change this Export Addendum to a non-export interconnection at its sole discretion in order to meet system operation or reliability needs, and all interconnection facilities and labor required to enact this change will be at Customer’s expense.

4.2. This Addendum shall at all times be subject to such changes or modifications 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.

5. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused three originals of this Addendum to be executed by their duly authorized representatives.

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<tr>
<th>(Company Name)</th>
<th>PACIFIC GAS AND ELECTRIC COMPANY</th>
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<tr>
<td>(Signature)</td>
<td>(Signature)</td>
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<tr>
<td>(Print Name)</td>
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PACIFIC GAS AND ELECTRIC COMPANY
EXPORT ADDENDUM TO GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES (FORM 79-973) SIZED 2 MEGAWATTS OR LESS

By: ______________________________ Date: ________________________

Name: ______________________________

Title: ______________________________

CUSTOMER

By: ______________________________ Date: ________________________

Name: ______________________________

Title: ______________________________
Please note that this application 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 additional questions about the California Solar Initiative (CSI), contact PG&E at solar@pge.com.

Project Identification Number ____________________ (for PG&E’s use only)

Part I – Identifying the Local Government Arrangement and Responsible Parties

A. Applicability and Purpose

This LOCAL GOVERNMENT APPLICATION FOR AN ARRANGEMENT TO TAKE SERVICE ON RATE SCHEDULE RES-BCT WITH INTERCONNECTED ELIGIBLE RENEWABLE GENERATION OF NOT MORE THAN 5 MEGAWATTS (“RES-BCT Application”) allows for a Local Government, as defined in Rate Schedule RES-BCT, to apply for an Arrangement, as defined in Rate Schedule RES-BCT, to take service on PG&E’s electric Rate Schedule RES-BCT NET ENERGY METERING SERVICE FOR LOCAL GOVERNMENT REMOTE RENEWABLE SELF GENERATION BILL CREDIT TRANSFER.

For the Local Government’s Arrangement (as defined in the RES-BCT tariff), this Application allows a Local Government to:

a) Elect one or more Generating Accounts with an Eligible Renewable Generating Facilities, as defined in Rate Schedule RES-BCT, where each the interconnected Eligible Renewable Generating Facilities at the Arrangement, has a capacity of 5 megawatts (5,000 kW) (“Generating Facility”) or less; and

b) Interconnect and operate the Eligible Renewable Generating Facilities under the provisions of PG&E’s Electric Rule 21;

c) Elect one or more, but no more than 50, Benefiting Account to receive the Bill Credit, as defined in Rate Schedule RES-BCT from the Generating Accounts in (a); and

d) Elect Bill Credit Allocation Percentages for each of the Generating and Benefiting Accounts.

Local Government has elected to apply for service for its Arrangement on Rate Schedule RES-BCT for its Arrangement, which involves the interconnection and operation of its Eligible Renewable Generating Facilities in parallel with PG&E’s Electric System, primarily to offset part or all of the Arrangement’s own electrical requirements at the affiliated Generating and Benefiting Accounts as listed in Appendix A. Local Government shall comply at all times with this RES-BCT Application as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

The language in Section 5.1 of Section 5, Generating Facility, Operation And Certification Requirement of the Rule 21 Interconnection Agreement (Form 79-973), does not apply to a Generating Facilities located at the Generation Accounts in the RES-BCT Arrangement described in this RES-BCT Application. These Generating Facilities are expressly permitted to export energy to the grid consistent with Rate Schedule RES-BCT.

Each Eligible Renewable Generating Facility on a Generating Account in the Arrangement elected on Appendix A must:

a) Complete and submit to PG&E a signed Rule 21 Generating Facility Interconnection Application (Form 79-974)

b) Complete and submit to PG&E a completed, signed Rule 21 Generating Facility Interconnection Agreement (Form 79-973)

c) Complete and submit to PG&E any supporting additional documents required by Rule 21, or the above two forms.
### B. Description of Service (This Application is being filed for, check all that apply)

- [ ] A New Arrangement Application (with existing services).
- [ ] A New Arrangement 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).
- [ ] For Physical Changes to an interconnected, Eligible Renewable Generating Facility on a Generating Account with previous approval by PG&E (e.g. adding PV panels, changing inverters, or changing load and/or operations).
- [ ] For Adding a New Eligible Renewable Generating Facility to an account in an existing Arrangement previously approved by PG&E.
- [ ] A Change to the Bill Credit Allocation Percentages for an Existing Arrangement (This includes adding or removing Benefiting Accounts from an existing Arrangement) - see Appendix A. For a reallocation, Local Government only needs to complete a new Appendix A with the reallocation for the RES-BCT accounts. Note, such changes are allowed only once in any 12 month period.

### C. Local Government’s Contact Information

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<tr>
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<tr>
<td>Local Government Name</td>
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### D. Other Contact Information (This information is optional.)

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LOCAL GOVERNMENT APPLICATION FOR AN ARRANGEMENT TO TAKE SERVICE ON RATE SCHEDULE RES-BCT WITH INTERCONNECTED ELIGIBLE RENEWABLE GENERATION OF NOT MORE THAN 5 MEGAWATTS

In addition, Local Government authorizes PG&E to release to the California Energy Commission (CEC) information regarding Local Government’s facility, including Local Government’s name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC’s rules and regulations on all accounts identified in Appendix A.

E. Notices - Mailing Instructions and Assistance

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

<table>
<thead>
<tr>
<th>PG&amp;E’S P.O. BOX ADDRESS</th>
<th>PG&amp;E’S STREET ADDRESS</th>
</tr>
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<tbody>
<tr>
<td>Pacific Gas and Electric Company</td>
<td>Pacific Gas and Electric Company</td>
</tr>
<tr>
<td>Attention: Generation Interconnection</td>
<td>Attention: Electric Generation Interconnection</td>
</tr>
<tr>
<td>Mail Code N7L</td>
<td>Mail Code N7L</td>
</tr>
<tr>
<td>P.O. Box 770000</td>
<td>245 Market St.</td>
</tr>
<tr>
<td>San Francisco, California 94177</td>
<td>San Francisco, California 94105</td>
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Phone calls and questions may be directed to the Solar Customer Service Center Electric Generation Interconnection Services hotline at: 1-877-743-4112 or 415-972-5676 or an electronic application may be submitted to Rule21gen@pge.com.

F. Governing Law

This RES-BCT 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.

G. Term Of RES-BCT Application

After receipt of all applicable fees, required documents, and this completed RES-BCT Application, this RES-BCT Application shall become effective on the date of PG&E issues the permission to operate letter. This RES-BCT 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 Local Government takes service with PG&E operating this approved generating facility. This new Local Government will be interconnected subject to the terms and conditions as set forth in Schedule RES-BCT and Rule 21.

H. Governing Authority

This Application 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 RES-BCT Application is Appendix A - Designation of Bill Credits Allocation Percentages to Arrangement Accounts.

J. Appendix B

Attached to this RES-BCT Application is Appendix B – RES-BCT Applicant Certification that it Meets the Definition of a Local Government, as Defined In Public Utilities Section 2830(a). Please read, sign and return Appendix B to PG&E as a part of this RES-BCT Application, certifying that this RES-BCT Application is for a “Local Government” as defined, and that all of the service agreements listed on Appendix A are accounts for this same Local Government.

Local Government Name
(Please Print):

(Signature): __________________________  Date: ____________

Title: __________________________

A copy of this signed RES-BCT Application should be retained with the “Permission to Operate” letter to confirm project approval.
Appendix A – Designation of Bill Credit Allocation Percentages to RES-BCT Arrangement Accounts

### Section 1 Instructions

<table>
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1) Complete the section below.

2) Is this application for a new Arrangement or a reallocation for an existing Arrangement? (For an existing Arrangement, Local Governments may not change the Credit Allocation Percentages more frequently than once in any 12 month period.)

   - This Appendix A to the RES-BCT Application is for an allocation for the initial New Arrangement: ☐
   - This Appendix A to the RES-BCT Application is for a reallocation for an existing Arrangement: ☐

3) Please use the attached Appendix A Section 2 page to list all Benefiting Accounts that are located in the Arrangement that will be taking service on RES-BCT. Include the Generating Account, and all Benefiting Accounts.

4) Please note for each row:
   - **Account Type** - check the one box corresponding to the type of account (that is, Generating or Benefiting Account). There must be at least one Generating Account and at least one Benefiting Account listed. Every row (account) should have one and only one of these 2 boxes checked. (Required)
   - **Account Address** - Provide an address, including unit number, for all Accounts. (Required)
   - **Name** - For Generating and Benefiting Accounts, the Account Holder’s name must be entered. (Required)
   - **PG&E Account Number** - Enter the PG&E Account number for all accounts. (Required)
   - **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all accounts. (Required)
   - **Bill Credit Allocation Percentage** – For each Generating and Benefiting Account listed, enter the Bill Credit Allocation Percentage to the nearest whole percentage. The total of all Bill Credit Allocation Percentages must equal 100%.

5) **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.) Note that no more than 50 Benefiting Accounts may be included in an Arrangement.
**LOCAL GOVERNMENT APPLICATION FOR AN ARRANGEMENT TO TAKE SERVICE ON RATE SCHEDULE RES-BCT WITH INTERCONNECTED ELIGIBLE RENEWABLE GENERATION OF NOT MORE THAN 5 MEGAWATTS - Appendix A**

Local Governments are encouraged to not allocate more Bill Credit to an account than will be used annually. If any additional Bill Credit pursuant to RES-BCT Special Condition 2 (c),(d) and (g) remains, PG&E will review the true up bills for the Generating Account and Benefiting Accounts to determine if any charges for the generation component of the energy charge remain to be credited. If yes, PG&E will apply the remaining Bill Credit to the Designated Account. Local Governments are encouraged to not allocate more Bill Credit to an account than will be used annually.

Section 2

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<th>#</th>
<th>Account Type</th>
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<th>Account Address (required field)</th>
<th>For Benefiting and Generating Account, List Name on Account, (Required field for All Accounts Services)</th>
<th>(Required field for All Accounts Services)</th>
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<tr>
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Total Bill Credit Allocation Percentage for all accounts over all pages must equal 100% ________

Project Identification Number ____________________ (for PG&E’s use only)  
Account List - Appendix A Section 2 – Page _______ of ________

Note 1) The capacity of all Eligible Renewable Generating Facilities on each Generating Account in the Arrangement must not total more than 5 megawatts.  
Note 2) There must be no more than 50 Benefiting Accounts in an Arrangement.  

Please complete this RES-BCT Application in its entirety.
LOCAL GOVERNMENT APPLICATION FOR AN ARRANGEMENT TO TAKE SERVICE ON RATE SCHEDULE RES-BCT WITH INTERCONNECTED ELIGIBLE RENEWABLE GENERATION OF NOT MORE THAN 5 MEGAWATTS - Appendix A

Note 3) The Monthly Billing Setup Recovery Charge for the Arrangement from the RES-BCT tariff will be billed to each Generating Account listed, unless otherwise noted.
Appendix B – RES-BCT Applicant Certification that it Meets the Definition of a Local Government, as Defined In Public Utilities Section 2830(a)

Project Identification Number ____________________ (for PG&E’s use only)

The applicant completing this “Local Government Application for An Arrangement To Take Service on Rate Schedule RES-BCT With Interconnected Eligible Renewable Generation of Not More Than 5 Megawatts” (Application) certifies that it is a Local Government that meets the definition of a “Local Government” as defined in Public Utilities code (PU) Section 2830 (a) (6) and, where applicable, PU Section 2830 (a) (3).

PU Code § 2830 (a) (6) reads as follows:

“Local government” means a city, county, whether general law or chartered, city and county, special district, school district, political subdivision, or other local public agency, but shall not mean a joint powers authority, the state or any agency or department of the state, other than an individual campus of the University of California or the California State University.

And a campus is defined in PU Code 2830 (a) (3) as:

“Campus” means an individual community college campus, individual California State University campus, or individual University of California campus.

In addition applicant certifies that all of the service agreements listed on Appendix A – Designation of Bill Credit Allocation Percentages to RES-BCT Arrangement Accounts are accounts for this same Local Government.

I am duly authorized to make this certification on behalf of the Local Government submitting this RES-BCT Application.

Name: __________________________________________

Title: __________________________________________

Authorized Signature: ______________________________

Date: __________________________________________
PG&E
Interconnection Agreement
For an Existing Small Generating Facility
Interconnecting to the Distribution System
Under Rule 21
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   1.3 No Agreement to Purchase or Deliver Power
   1.4 Limitations
   1.5 Responsibilities of the Parties
   1.6 Parallel Operation Obligations
   1.7 Metering
   1.8 Reactive Power
   1.9 Capitalized Terms

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7.3 Indemnity
7.4 Consequential Damages
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12.10 Environmental Releases
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Attachment 2 – Description of costs of the Generating Facility, Interconnection Facilities, Metering Equipment, and Distribution System Upgrades
Attachment 3 – Description of Generating Facility And Single-line Diagram (Provided by Interconnection Customer)
Attachment 4 – Milestones
Attachment 5 – Additional Operating Requirements for the Distribution Provider’s Distribution System and Affected Systems Needed to Support the Interconnection Customer’s Needs
Attachment 6 – Distribution Provider’s Description of Its Upgrades and Cost Responsibility
PG&E Interconnection Agreement for an Existing Small Generating Facility Connecting to the Distribution System, Under Rule 21

This Interconnection Agreement ("Agreement" or "Interconnection Agreement For An Existing Small Generating Facility") is made and entered into this ______ day of ______, 2015, by PACIFIC GAS AND ELECTRIC COMPANY ("Distribution Provider"), and ________________________ ("Interconnection Customer") each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties.”

Distribution Provider Information

[Contact Information to be supplied]

Distribution Provider: Pacific Gas and Electric Company
Attention: Generation Interconnection Services
Address: 245 Market Street Mail Code N7L
City, State, zip code: San Francisco, California 94105
Phone: (415)-972-5394

Interconnection Customer Information

[Contact Information to be supplied]

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<tr>
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<td>Address:</td>
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<td>Phone:</td>
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Interconnection Customer Application No:  
WHEREAS, the effective date of the Qualifying Facility and Combined Heat and Power Program Settlement Agreement ("QF Settlement") is expected to be November 23, 2011;

WHEREAS, Interconnection Customer has a net capacity of 20 MW or less and is already interconnected to the Distribution System ("Existing Small Generating Facility");

WHEREAS, Interconnection Customer is a Qualifying Facility ("QF") selling all of its exports to the grid to the Distribution Provider under a power purchase agreement ("PPA") entered into pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA");

WHEREAS, the Parties’ existing PURPA PPA will terminate and be replaced with another PURPA PPA; and

WHEREAS, the Parties’ existing interconnection agreement will be extinguished with the termination of the existing PURPA PPA and the Parties desire to replace it with this Agreement;

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

**Article 1. Scope and Limitations of Agreement**

1.1. **Applicability**

This Agreement shall be used for the Interconnection of an Existing Small Generating Facility that has a net capacity of 20 MW or less, and is already interconnected to the Distribution System as a QF selling all of its exports to the grid to the Distribution Provider under a PURPA PPA that will expire on _______________ (date) and thereafter will be replaced with another PURPA PPA with the Distribution Provider.

1.2. **Purpose**

This Agreement incorporates in its entirety the Distribution Provider’s California Public Utilities Commission ("CPUC") approved Electric Rule 21 ("Rule 21"), subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System. In the
event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3. **No Agreement to Purchase or Deliver Power**

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.

1.4. **Limitations**

Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5. **Responsibilities of the Parties**

1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System and Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.

1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider.
or any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider’s Interconnection Handbook. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this Agreement shall govern.

1.5.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Distribution and Transmission Systems, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6. The Distribution Provider shall coordinate with all Affected Systems to support the interconnection.

1.5.7. The Interconnection Customer shall maintain QF status during the term of this Agreement.

1.6. Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution Systems and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7. Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The
Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Nothing in this provision replaces or alters the metering requirements in the Interconnection Customer’s PPA.

1.8. Reactive Power

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and Small Generating Facility shall be capable of operating within a power factor range from 0.9 leading to 0.9 lagging unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider’s Distribution System.

1.9. Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1. Equipment Testing and Inspection

2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.
2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2. Authorization Required Prior to Parallel Operation

2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3. Right of Access

2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the
event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer’s premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3. Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1. Effective Date

This Agreement shall become effective upon the later date of execution by the Parties or the termination of Interconnection Customer’s existing interconnection agreement.

3.2. Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ______ from the Effective Date or such other longer period as Parties may agree and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3. Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1. The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider 20 Business Days written notice.

3.3.2. Either Party may terminate this Agreement after Default pursuant to article 7.6. In addition, the Distribution Provider may terminate this Agreement if Interconnection Customer fails to maintain its QF status for the term of this Agreement or upon termination of Interconnection Customer’s PURPA PPA.

3.3.2.1. Interconnection Customer is responsible for maintaining its QF status and must notify Distribution Provider sixty (60) days in advance of Interconnection Customer failing to maintain its QF status.
status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the California Independent System Operator Corporation (“CAISO”), including penalties incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.

3.3.3. Upon termination of this Agreement, the Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party’s Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

3.3.4. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5. This provisions of this article shall survive termination or expiration of this Agreement.

3.3.6. If the Generating Facility no longer falls within the scope and description provided in Section 1.1 of this Agreement, this Agreement is terminated.

3.4. Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1. Emergency Conditions - “Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected Systems; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Distribution
Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2. Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3. Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4. Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Distribution Provider's
Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may disconnect the Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5. Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6. Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.
4.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

4.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2. Network Upgrades

The Distribution Provider or the Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

5.3. (Intentionally Omitted).

5.4. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now
or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1. Billing and Payment Procedures and Final Accounting

6.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.2. Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than an Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default

7.1. Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:
7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;

7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.

7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2. 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, except as authorized by this Agreement.

7.3. Indemnity

7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting
from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4. Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. Uncontrollable Force

7.5.1. As used in this article, an Uncontrollable Force shall mean “any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction
imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.”

7.5.2. If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event (“Affected Party”) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6. Default

7.6.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further
obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1. General Liability and Additional Insurance

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider's liabilities undertaken pursuant to this Agreement.

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.
Article 9.  Confidentiality

9.1.  Definition of Confidential Information

Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated “Confidential.” For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2.  Treatment of Confidential Information

Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1. Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2. Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

Article 10.  Disputes

10.1.  Dispute Resolution

Any dispute arising between the Parties regarding a Party’s performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.
Article 11. Taxes

11.1. Applicable Tax Laws and Regulations

The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service requirements.

11.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party’s tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider’s tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4. Waiver

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be
considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5. Entire Agreement

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to
12.9. Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and

restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
shall be construed as having application to, any subcontractor of such Party.

12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12. **CPUC Modifications**

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.

12.13. **Review of Records and Data**

12.13.1. Distribution Provider shall have the right to review and obtain copies of Interconnection Customer'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 Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.

12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission ("CEC"), the CAISO and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's, CAISO's or CPUC's rules and regulations.

**Article 13. Notices**

13.1. **General**

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:
### Interconnection Agreement for Exporting Generating Facilities Interconnecting Under the Fast Track Process

[Contact Information to be supplied]

<table>
<thead>
<tr>
<th>Interconnection Customer:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, zip code:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

[To be supplied.]

If to the Distribution Provider:

[Contact Information to be supplied]

---

### U.S. Mail

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

Telephone: 415 972-5394
Fax: 415 973-3064
Email gen@pge.com

---

Currier

Pacific Gas and Electric Company  
Attention: Electric Generation  
Interconnection Services  
245 Market St., Mail Code N7L  
San Francisco, California 94105

Telephone: 415 972-5394
Fax: 415 973-3064
Email gen@pge.com

---

13.2—
13.3.13.2. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:

<table>
<thead>
<tr>
<th>Contact Information to be supplied</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Interconnection Customer:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, zip code:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

[To be supplied.]

Note: All checks and inquiries must reference an Order Number

Distribution Provider:

<table>
<thead>
<tr>
<th>U.S. Mail</th>
<th>Courier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pacific Gas and Electric Company</td>
<td>Pacific Gas and Electric Company</td>
</tr>
<tr>
<td>Attention:</td>
<td>Attention:</td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>
13.4.13.3. Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

[Contact Information to be supplied]

If to the Distribution Provider:

[Contact Information to be supplied]

13.5.13.4. Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party’s facilities.
Interconnection Customer’s Operating Representative:

[Contact Information to be supplied]

Distribution Provider’s Operating Representative:

<table>
<thead>
<tr>
<th>Distribution Provider:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
</tbody>
</table>

[Contact Information to be supplied]

### 13.6.13.5. Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

### Article 14. Signatures

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

__(Interconnection Company Name)____  ____(Distribution Provider Company Name)____

__(Signature)____  ____(SIGNATURE)____

__(Print Name)____  ____(PRINT NAME)____
For the Distribution Provider

Signature: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

For the Interconnection Customer

Note: This Agreement is signed on behalf of

Signature: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
Glossary of Terms

**Affected System** – An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Business Day** – Monday through Friday, excluding Federal Holidays.

**Contact Information** – Contact Information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

**Default** – The failure of a breaching Party to cure its Breach under the Interconnection Agreement For An Existing Small Generating Facility.

**Distribution Owner** – The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Interconnection Agreement For An Existing Small Generating Facility to the extent necessary.

**Distribution Provider** – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

**Distribution System** – Those non- California Independent System Operator Corporation (“CAISO”) transmission and distribution facilities owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.
Distribution Upgrades – The additions, modifications, and upgrades to the Distribution Provider’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

Generating Facility – The Interconnection Customer’s device for the production of electricity identified in Attachment 2 of the Interconnection Agreement For An Existing Small Generating Facility, but shall not include the Interconnection Customer’s Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer – Any entity, including the Distribution Provider, the Distribution Owner or any of the affiliates or subsidiaries of either, that interconnected its Generating Facility with the Distribution Provider’s Distribution System. The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Facilities – The Distribution Provider’s Interconnection Facilities and the Interconnection Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider’s Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.
Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider’s website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this Agreement shall govern.

Network Upgrades – Additions, modifications, and upgrades to the Distribution Provider’s Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider’s Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider’s Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Interconnection Agreement For An Existing Small Generating Facility.

Party or Parties – The Distribution Provider, Distribution Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Distribution Provider’s Distribution System.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement For An Existing Small Generating Facility, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Transmission System – Those facilities owned by the Distribution Provider that have been placed under the CAISO’s operational control and are part of the CAISO Grid.

Upgrades – The required additions and modifications to the Distribution Provider’s Distribution System and Transmission System, at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.
Description of the Generating Facility, Interconnection Facilities, Metering Equipment and Distribution System Upgrades

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.
Attachment 3

Description Of Generating Facility
And Single-Line Diagram,
(Provided by Producer)
**RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS**

**Attachment 4**

### Milestones

**In-Service Date:**

Critical milestones and responsibility as agreed to by the Parties:

<table>
<thead>
<tr>
<th>Milestone /-Date</th>
<th>Date</th>
<th>Responsible Parties</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Financial Security Posting Due Date</td>
<td>180 Calendar days after full IA Execution</td>
<td>Interconnection Provider &amp; Customer</td>
</tr>
<tr>
<td>(2) Completion of the Interconnection Facilities, Distribution Upgrades, and Network Upgrade Facilities</td>
<td>XXXX/XXXX</td>
<td>Distribution Provider &amp; Interconnection Customer</td>
</tr>
<tr>
<td>(3) In-Service Date (back-feed-power)</td>
<td>XXXX/XXXX</td>
<td>Distribution Provider &amp; Interconnection Customer</td>
</tr>
</tbody>
</table>

Automated Document, Preliminary Statement Part A
<table>
<thead>
<tr>
<th>Rule</th>
<th>Event Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Pre-Parallel Inspection and Testing</td>
<td>Interconnection Customer</td>
</tr>
<tr>
<td>5</td>
<td>Initial Synchronization</td>
<td>Distribution Provider &amp; Interconnection Customer</td>
</tr>
<tr>
<td>6</td>
<td>Provide written approval to Interconnection Customer for the operation of the facilities—minimum 15 calendar days prior to the Commercial Operation Date</td>
<td>Interconnection Customer</td>
</tr>
<tr>
<td>7</td>
<td>Commercial Operation Date</td>
<td>Interconnection Customer</td>
</tr>
<tr>
<td>8</td>
<td>Completion of Reliability and Deliverability Network Upgrades (RNU, DNU) identified in Attachment 5</td>
<td>Distribution Provider</td>
</tr>
</tbody>
</table>

Agreed to by:

For the Distribution Provider:

__________________________________________ Date __________________________

For the Transmission Owner (if applicable):

__________________________________________ Date __________________________

For the Interconnection Customer:

__________________________________________ Date __________________________
Additional Operating Requirements for the Distribution Provider's Distribution System, and Affected Systems Needed to Support the Interconnection Customer's Needs

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer for parallel operation with the Distribution Provider's Distribution System.
Distribution Provider's Description of its Upgrades and Cost Responsibility

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related. Alternatively, Attachments 2 and 6 can be combined in order to accommodate incorporation of the Interconnection Customer's existing agreement (i.e., Special Facilities Agreement or SFA) for the financing and ownership of facilities for this interconnection.
RULE 21

GENERATOR INTERCONNECTION AGREEMENT

FOR

EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY

AND

[CUSTOMER NAME]

FOR PROJECT:

[Project Name]

[Queue# XXXX-RD]

[City, State Zip]

[PG&E Log I.D]

[Queue# XXXX-RD]
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- 1.2 Purpose
- 1.3 No Agreement to Purchase or Deliver Power
- 1.4 Limitations
- 1.5 Responsibilities of the Parties
- 1.6 Parallel Operation Obligations
- 1.7 Metering
- 1.8 Reactive Power
- 1.9 Capitalized Terms

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Attachment 3 – One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Attachment 4 – Milestones

Attachment 5 – Additional Operating Requirements for the Distribution Provider’s Distribution System and Affected Systems Needed to Support the Interconnection Customer’s Needs

Attachment 6 – Distribution Provider’s Description of its Upgrades and Cost Responsibility
This Interconnection Agreement ("Agreement" or "GIA") is made and entered into this ______ day of ________________________, 20__, by ______________________________________
("Distribution Provider"), and _____________________________________________________
("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or
both referred to collectively as the "Parties."

**Distribution Provider Information**

[Contact information to be supplied]

Distribution Provider: ______________________________________________
Attention: _________________________________________________________
Address: __________________________________________________________
City: _______________________________ State: ______________ Zip: ______
Phone: ________________       Fax: _________________

**Interconnection Customer Information**

[Contact information to be supplied]

Interconnection Customer: ____________________________________________
Attention: _________________________________________________________
Address: __________________________________________________________
City: _______________________________ State: ______________ Zip: ______
Phone: ________________       Fax: _________________

Interconnection Customer Application No: _____________

WHEREAS, Interconnection Customer proposes to interconnect to the Distribution System;

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection
Customer is a Qualifying Facility ("QF") and will sell all of its exports to the grid to the
Distribution Provider under a power purchase agreement ("PPA") entered into pursuant to the
Public Utility Regulatory Policies Act of 1978 ("PURPA"); or

WHEREAS, the basis for the Parties entering into this Agreement is:

(Insert Description or N/A)

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as
follows:
Article 1. Scope and Limitations of Agreement

1.1. Applicability

This Agreement shall be used for an interconnection governed by the Distribution Provider's California Public Utilities Commission-("CPUC") approved Electric Rule 21 ("Rule 21") of a Generating Facility that sells all of its exports to the grid to the Distribution Provider. This Agreement is not applicable to NEM Producers, Non-Export Producers and non-compensated exporting Producers.

1.2. Purpose

This Agreement incorporates in its entirety the Distribution Provider’s California Public Utilities Commission ("CPUC") approved Electric Rule 21 ("Rule 21"), subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System. In the event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3. No Agreement to Purchase of Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.

1.4. Limitations

Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5. Responsibilities of the Parties

1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.
1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System, Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.

1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider and any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

1.5.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Transmission System, Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6. The Distribution Provider shall coordinate with Affected Systems to support the interconnection.

1.5.7. The Interconnection Customer shall maintain QF status during the term of this Agreement.

1.6. Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.
1.7. **Metering**

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Nothing in this provision replaces or alters the metering requirements in the Interconnection Customer's PPA.

1.8. **Reactive Power**

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider’s Distribution System.

1.9. **Capitalized Terms**

Capitalized Terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

**Article 2. Inspection, Testing, Authorization, and Right of Access**

2.1. **Equipment Testing and Inspection**

2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider access to the Generating Facility and Interconnection Facilities for testing and inspection.
2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2. Authorization Required Prior to Parallel Operation

2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3. Right of Access

2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first operates in parallel to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five (5) Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any
RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3. Costs associated with this Article are subject to the relevant provisions of Rule 21.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1. Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2. Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ______ years from the Effective Date or such other longer period as the Parties may agree and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3. Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1. The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider twenty (20) Business Days written notice.

3.3.2. Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3. In addition, if the basis for Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining QF status and selling all its exports to the grid to Distribution Provider under a PURPA PPA, then this provision applies and Distribution Provider may terminate this Agreement if Interconnection Customer fails to maintain its QF status for the term of this Agreement or upon termination of Interconnection Customer’s PURPA PPA.

3.3.3.1. If Section 3.3.3 applies, Interconnection Customer is responsible for maintaining QF status and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer
fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the California Independent System Operator Corporation ("CAISO"), including penalties and charges incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.

3.3.3.2. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.

3.3.4. Upon termination of this Agreement, the Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party’s Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

3.3.5. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.6. This provisions of this article shall survive termination or expiration of this Agreement.

3.3.7. If the Generating Facility no longer falls within the scope and description provided in Section 1.1 of this Agreement, this Agreement is terminated.

3.4. Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1. Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider’s Interconnection Facilities or any Affected System(s); or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and
temporarily disconnect the Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2. Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3. Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4. Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect
within a reasonable time, the Distribution Provider may disconnect the Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5. Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6. Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.
4.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 5.2.1 directs otherwise.

5.2.1. Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff, currently Section 12.3.2 of Appendix Y, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a
repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

5.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

5.2.1.2. If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

5.3. [Intentionally Omitted]

5.4. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now
or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1. Billing and Payment Procedures and Final Accounting

6.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs, including any applicable taxes, of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2. Within three months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2. Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm
from the delay, (2) attainment of the same milestone has previously been
delayed, or (3) it has reason to believe that the delay in meeting the milestone is
intentional or unwarranted notwithstanding the circumstances explained by the
Party proposing the amendment.

6.3. Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design,
procurement, installation, or construction of a discrete portion of the Distribution
Provider's Interconnection Facilities and Upgrades, the Interconnection Customer
shall provide the Distribution Provider, at the Interconnection Customer's option,
a guarantee, a surety bond, letter of credit or other form of security that is
reasonably acceptable to the Distribution Provider and is consistent with the
Uniform Commercial Code of the jurisdiction where the Point of Interconnection
is located. Such security for payment shall be in an amount sufficient to cover
the costs for constructing, designing, procuring, and installing the applicable
portion of the Distribution Provider's Interconnection Facilities and Upgrades and
shall be reduced on a dollar-for-dollar basis for payments made to the
Distribution Provider under this Agreement during its term. In addition:

6.3.1. The guarantee must be made by an entity that meets the creditworthiness
requirements of the Distribution Provider, and contain terms and
conditions that guarantee payment of any amount that may be due from
the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2. The letter of credit or surety bond must be issued by a financial institution
or insurer reasonably acceptable to the Distribution Provider and must
specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential
Damages, and Default

7.1. Assignment

This Agreement may be assigned by either Party upon fifteen (15) Business
Days prior written notice and opportunity to object by the other Party; provided
that:

7.1.1. Either Party may assign this Agreement without the consent of the other
Party to any affiliate of the assigning Party with an equal or greater credit
rating and with the legal authority and operational ability to satisfy the
obligations of the assigning Party under this Agreement, provided that the
Interconnection Customer promptly notifies the Distribution Provider of
any such assignment;
7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.

7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2. 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, except as authorized by this Agreement.

7.3. Indemnity

7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
7.3.4. If an indemnifying party is obligated to indemnify and hold any indemniﬁed person harmless under this article, the amount owing to the indemniﬁed person shall be the amount of such indemniﬁed person's actual loss, net of any insurance or other recovery.

7.3.5. Promptly after receipt by an indemniﬁed person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemniﬁty provided for in this article may apply, the indemniﬁed person shall notify the indemniﬁng party of such fact. Any failure of or delay in such notiﬁcation shall not affect a Party's indemniﬁcation obligation unless such failure or delay is materially prejudicial to the indemniﬁng party.

7.4. Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of proﬁt or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. Uncontrollable Force

7.5.1. As used in this article, an Uncontrollable Force Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, ﬂood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force."

7.5.2. If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notiﬁcation must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the
Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6. Default

7.6.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1. General Liability and Additional Insurance

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in
effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten (10) Business Days prior to the anticipated Parallel Operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider’s commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider’s liabilities undertaken pursuant to this Agreement.

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1. Definition of Confidential Information

The confidentiality provisions applicable to this Agreement are set forth in Section D.7, Confidentiality of Rule 21 and in the following provisions included in this Article.

9.1.1. Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

9.1.2. Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be
RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

9.1.3. No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.1.4. Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

9.1.5. Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.1.6. Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party’s Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive
remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

Article 10. Disputes

10.1. Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 11. Taxes

11.1. Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

11.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
12.2. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4. Waiver

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5. Entire Agreement

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
12.7. **No Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. **Severability**

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9. **Security Arrangements**

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. **Environmental Releases**

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. **Subcontractors**

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.
12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor’s insurance.

12.12. CPUC Modification

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.

12.13. Review of Records and Data

12.13.1. The Distribution Provider shall have the right to review and obtain copies of Interconnection Customer’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 Interconnection Customer’s Generating Facility or its interconnection with Distribution Provider’s Distribution System.

12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission (“CEC”), the CAISO, and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer’s name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC’s, CAISO’s, or CPUC’s rules and regulations.

Article 13. Notices

13.1. General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national
currier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:
[Contact information to be supplied]

Interconnection Customer: __________________________________________
Attention: _______________________________________________________
Address: _________________________________________________________
City: ______________________________ State: __________________________
Zip: __________ Phone: __________________ Fax: ______________________

If to the Distribution Provider:
[Contact information to be supplied]

Distribution Provider: _____________________________________________
Attention: _______________________________________________________
Address: _________________________________________________________
City: ______________________________ State: __________________________
Zip: __________ Phone: __________________ Fax: ______________________

13.2. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: __________________________________________
[Contact information to be supplied]
Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:
If to the Interconnection Customer:

[Contact information to be supplied]

Attention: _________________________________
Address: _____________________________________________

City: ______________________________ State: ______________ Zip: ______

Distribution Provider: _________________________________
Attention: _________________________________
Address: _____________________________________________

City: ______________________________ State: ______________ Zip: ______

If to the Distribution Provider:

[Contact information to be supplied]

13.7. Attention: _________________________________
13.8. Address: _____________________________________________

13.10.
13.11. Distribution Provider: _________________________________
13.12. Attention: _________________________________
13.13. Address: _____________________________________________

13.14. Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of
this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party’s facilities.

Interconnection Customer’s Operating Representative:
[Contact information to be supplied]

Attention: _________________________________
Address:____________________________________
City: ______________________________ State: ______________ Zip: ______

Distribution Provider: _____________________________________________
Attention: _________________________________
Address:____________________________________
City: ______________________________ State: ______________ Zip: ______

Distribution Provider’s Operating Representative:
[Contact information to be supplied]

13.15. Attention: _________________________________

13.16. Address: _____________________________________________


13.18.__________________________

13.19. Distribution Provider: _____________________________________________

13.20. Attention: _________________________________

13.21. Address: _____________________________________________


Changes to the Notice Information
RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.
Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

(Interconnection Customer Name)  (Distribution Provider Name)

(Signature)  (Signature)

(Print Name)  (Print Name)

(Title)  (Title)

(Date)  (Date)
Glossary of Terms

**Affected System** - An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

**Applicable Laws and Regulations** - All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Business Day** - Monday through Friday, excluding Federal and State Holidays.

**Contact Information** – Contact information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

**Default** - The failure of a breaching Party to cure its breach under the Agreement.

**Distribution Owner** - The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Agreement to the extent necessary.

**Distribution Provider** - The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

**Distribution System** - Those non-CAISO transmission and distribution facilities, owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

**Distribution Upgrades** - The additions, modifications, and upgrades to the Distribution Provider’s Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

**Fast Track Process** - The interconnection study process set forth in Section F.2 of Rule 21.
Generating Facility - The Interconnection Customer's device for the production or storage of electricity identified in Attachment 2 of the Agreement, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority - Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer - Any entity, including the Distribution Provider, Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider's Distribution System. The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Facilities - The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider’s website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this Agreement shall govern.

Network Upgrades - Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider’s Distribution System. Network Upgrades do not
include Distribution Upgrades.

Operating Requirements - Any operating and technical requirements that may be applicable due to Regional Transmission Organization, the CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Agreement.

Party or Parties - The Distribution Provider, Distribution Owner, Interconnection Customer, Producer or any combination of the above.

Point of Interconnection - The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts - With respect to an action required to be attempted or taken by a Party under the Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Transmission System - Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

Upgrades - The required additions and modifications to the Distribution Provider's Distribution System and Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.
Description and Costs of the Generating Facility, Interconnection Facilities and Metering Equipment

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.
One-line Diagram Depicting the Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades
## Milestones

In-Service Date: ___________________

Critical milestones and responsibility as agreed to by the Parties:

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Agreed to by:

For the Distribution Provider_____________________________ Date_______________

For the Distribution Owner (If Applicable)________________________ Date_______________

For the Interconnection Customer_______________________________ Date_______________
Additional Operating Requirements for the Distribution Provider's Distribution System and Affected Systems Needed to Support the Interconnection Customer's Needs

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Distribution Provider's Distribution System.
Distribution Provider's Description of its Upgrades and Cost Responsibility

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.
RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)
FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY,
DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)
FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY,
DISTRIBUTION GROUP STUDY, OR TRANSMISSION CLUSTER STUDY PROCESS

BETWEEN

[INTERCONNECTION CUSTOMER]

AND

PACIFIC GAS AND ELECTRIC COMPANY

PROJECT: [PROJECT NAME]

Log #: ___________ and Queue # ___________
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

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GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT ("GIA" or "Agreement") is made and entered into this ____ day of ___________ 20__, by and between _________________________, a ____________________________ organized and existing under the laws of the State/Commonwealth of ________________ ("Interconnection Customer" with a Generating Facility), and Pacific Gas and Electric Company, a corporation organized and existing under the laws of the State of California ("Distribution Provider and/or Distribution Owner"). Interconnection Customer and Distribution Provider each may be referred to as a “Party” or collectively as the “Parties.” This Agreement shall be used for interconnection to the Distribution System through the Independent Study Process or Distribution Group Study Process in the Distribution Provider’s California Public Utilities Commission ("CPUC" or “Commission”) approved Electric Rule 21 (“Rule 21”). This Agreement may also be used for interconnection to the Distribution System through the Transmission Cluster Study Process if FERC has approved changes to the Generator Interconnection Procedures set forth in the Distribution Provider’s WDT which allow Interconnection Customer to sign this Agreement.

WHEREAS, Distribution Provider operates the Distribution System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Distribution Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Distribution System; and,

WHEREAS, the Interconnection Customer’s Interconnection Request was studied under the □ Independent Study Process □ Distribution Group Study Process, or □ Transmission Cluster Study Process [check one]; and,

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a Qualifying Facility ("QF") and will sell all of its exports to the grid to the Distribution Provider under a power purchase agreement ("PPA") entered into pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA"); or, the basis for the Parties entering into this Agreement is: ________________________________ (Insert Description or N/A).

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:
When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or in Rule 21 or in the Distribution Provider’s WDT.

Article 1. Definitions

**Adverse System Impact** shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety, power quality, and reliability of the electric system.

**Affected System** shall mean an electric system other than the Distribution Provider’s Distribution System or Transmission System that may be affected by the proposed interconnection.

**Affected System Operator** shall mean the entity that operates an Affected System.

**Affiliate** shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

**Ancillary Services** shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Distribution Provider’s Distribution System in accordance with Good Utility Practice.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Applicable Reliability Council** shall mean the reliability council applicable to the Distribution System to which the Generating Facility is directly interconnected.

**Applicable Reliability Standards** shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.

**Applicant** shall mean the entity submitting an Interconnection Request pursuant to Rule 21.
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

Base Case shall mean data including, but not limited to, base case power flow, short circuit, and dynamic/stability data bases, underlying load, generation, and transmission facility assumptions, contingency lists, including relevant special protection systems, and transmission diagrams used to perform the Interconnection Studies. The Base Case may include Critical Energy Infrastructure Information (as that term is defined by FERC). The Base Case shall include (a) transmission facilities as approved by the Distribution Provider or CAISO, as applicable, (b) planned distribution upgrades that may have an impact on the Interconnection Request, (c) Distribution Upgrades and Network Upgrades associated with generating facilities in (iv) below, and (d) generating facilities that (i) are directly interconnected to the Distribution System or CAISO Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to the Distribution System, Transmission System, or an Affected System; or (iv) are not interconnected to the Distribution System or CAISO Grid, but are subject to a fully executed generator interconnection agreement (or its equivalent predecessor agreement) or for which an unexecuted generator interconnection agreement (or its equivalent predecessor agreement) has been requested to be filed with FERC.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the GIA.

Breaching Party shall mean a Party that is in Breach of the GIA.

Business Day shall mean Monday through Friday, excluding Federal and State Holidays.

CAISO shall mean the California Independent System Operator Corporation, a state-chartered, nonprofit, corporation that controls certain transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.

CAISO Grid shall mean the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the CAISO’s Operational Control.

CAISO Tariff shall mean the California Independent System Operator Corporation Operating Agreement and Tariff, as it may be modified from time to time, and accepted by the FERC.

CAISO’s Generator Interconnection Procedures (CAISO Tariff GIP) shall mean the procedures included in the CAISO Tariff to interconnect a Generating Facility directly to the CAISO Grid, as such procedures may be modified from time to time, and accepted by FERC.
**Calendar Day** shall mean any day including Saturday, Sunday or a Federal and State Holiday.

**Commercial Operation** shall mean the status of a Generating Facility that has commenced generating electricity, excluding electricity generated during period which the Producer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

**Commercial Operation Date** shall mean the date on which a Generator at a Generating Facility commences Commercial Operation as agreed to by the Parties.

**Commissioning Testing** shall mean testing performed during the commissioning of all or part of a Generating Facility pursuant to Rule 21.

**Confidential Information**: See Rule 21 Section D.7 and Article 22 of this GIA.

**Construction Activities** shall mean actions by the Distribution Provider that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer that occur after receipt of all appropriate governmental approvals needed for the Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

**Control Area** shall mean Control Area as defined in the CAISO Tariff.

**Customer** shall mean the entity that receives or is entitled to receive Distribution Service through Distribution Provider’s Distribution System or is a retail Customer of Distribution Provider connected to the Transmission System.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the GIA.

**Detailed Study Agreement** shall mean the agreement entered into by the Interconnection Customer and Distribution Provider which sets forth the Parties’ agreement to perform Interconnection Studies under the Independent Study Process or the Distribution Group Study Process.

**DGS Phase I Interconnection Study** shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.i.
DGS Phase II Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.ii.

Distribution Group Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.c.

Distribution Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the GIA to the extent necessary.

Distribution Provider shall mean Pacific Gas and Electric Company.

Distribution Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Distribution Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the GIA, including any modifications, additions or upgrades to such facilities and equipment. Distribution Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Distribution Service shall mean the service of delivering energy over the Distribution System pursuant to the approved tariffs of the Distribution Provider other than services directly related to the Interconnection of a Generating Facility under Rule 21.

Distribution System shall mean all electric wires, equipment, and other facilities owned, controlled and operated by the Distribution Provider, other than Interconnection Facilities or the Transmission System, by which Distribution Provider provides Distribution Service to its Customers.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Distribution Service. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the GIA becomes effective upon execution by the Parties.

Emergency shall mean whenever in Distribution Provider’s discretion an Unsafe Operating Condition or other hazardous condition exists or whenever access is necessary for emergency service restoration, and such immediate action is necessary to protect persons, Distribution Provider’s facilities or property of others from damage or interference caused by Interconnection Customer’s Generating Facility, or the failure of
Rule 21

Generator Interconnection Agreement (GIA) for Exporting Generating Facilities Interconnecting Under the Independent Study, Distribution Study, or Transmission Cluster Process

A protective device to operate properly, or a malfunction of any electrical system equipment or a component part thereof.

**Engineering & Procurement (E&P) Agreement** shall mean an agreement that authorizes the Distribution Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

**Environmental Law** shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources. **Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

**FERC** shall mean the Federal Energy Regulatory Commission or its successor.

**Full Capacity Deliverability Status** shall be as defined in the CAISO Tariff.

**Generating Facility** shall mean all generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power, including storage.

**Generating Facility Capacity** shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple Generators.

**Generator** shall mean a device converting mechanical, chemical, or solar energy into electrical energy, including all of its protective and control functions and structural appurtenances. One or more Generators comprise a Generating Facility.

**Generator Interconnection Agreement (GIA)** shall mean the agreement between Distribution Provider and the Producer providing for the Interconnection of a Generating Facility that give certain rights and obligations to effect or end Interconnection.

**Generator Interconnection Procedures (GIP)** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility set forth in Attachment I of the Distribution Provider’s WDT subject to any modifications FERC may direct in the exercise of its jurisdiction.

**Generator Interconnection Study Process Agreement** shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Generating Facility under the Transmission Cluster Study Process, a pro forma version of which is set forth in Attachment 6 of the GIP.
**Good Utility Practice** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Distribution Provider, or any Affiliate thereof.

**Hazardous Substances** shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

**Independent Study Process** shall mean the interconnection study process set forth in Rule 21 Section F.3.b.

**Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

**In-Service Date** shall mean the estimated date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities.

**Interconnection; Interconnected** shall mean the physical connection of a Generating Facility in accordance with the requirements of Rule 21 so that Parallel Operation with Distribution Provider’s Distribution or Transmission System can occur (has occurred).
Interconnection Customer: The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Customer’s Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider’s Distribution System. Interconnection Customer’s Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately. Interconnection Facilities may be owned by either the Producer or the Distribution Provider.

Interconnection Facilities Study shall mean a study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process to determine a list of facilities (including Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Distribution Provider’s Distribution or Transmission System. The scope of the study is defined in Rule 21 Section G.3.c.


Interconnection Handbook shall mean a handbook, developed by the Distribution Provider and posted on the Distribution Provider’s website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System; as such handbook may be modified or superseded from time to time. Distribution Provider’s standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this GIA shall govern.

Interconnection Request shall mean an Applicant’s request to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

to the operating characteristics of, an existing Generating Facility that is interconnected with the Distribution Provider's Distribution or Transmission System.

**Interconnection Service** shall mean the service provided by the Distribution Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Distribution Provider's Distribution System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the GIA and, if applicable, the Distribution Provider's Rule 21.

**Interconnection Study** shall mean a study to establish the requirements for Interconnection of a Generating Facility with Distribution Provider’s Distribution System or Transmission System, pursuant to Rule 21. For an Applicant in the Transmission Cluster Study Process, this shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 4.8 of the GIP. For an Applicant in the Distribution Group Study Process, this shall mean any of the following studies: the DGS Phase I Interconnection Study and the DGS Phase II Interconnection Study. For an Applicant in the Independent Study Process, this shall mean any of the following studies: the Interconnection System Impact Study and the Interconnection Facilities Study.

**Interconnection System Impact Study** shall mean an engineering study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process that evaluates the impact of the proposed interconnection on the safety and reliability of Distribution Provider's Distribution System and/or Transmission System and, if applicable, an Affected System. The scope of the study is defined in Rule 21 Section G.3.c.

**IRS** shall mean the Internal Revenue Service.

**Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

**Material Modification** shall mean those modifications that have a material impact on cost or timing of any Interconnection Request with the same or a later queue priority date or a change in Point of Interconnection. A Material Modification does not include a change in ownership of a Generating Facility.
**RULE 21**

**GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS**

**Metering** shall mean the measurement of electrical power in kilowatts (kW) and/or energy in kilowatt-hours (kWh), and if necessary, reactive power in kVAR at a point, and its display to Distribution Provider, as required by Rule 21.

**Metering Equipment** shall mean all equipment, hardware, software, including meter cabinets, conduit, etc., that are necessary for Metering.

**NERC** shall mean the North American Electric Reliability Corporation or its successor organization.

**Network Upgrades** shall mean Network Upgrades as defined by the CAISO Tariff.

**Operational Control** shall mean the rights of the CAISO under the Transmission Control Agreement and the CAISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

**Parallel Operation** shall mean the simultaneous operation of a Generator with power delivered or received by Distribution Provider while Interconnected. For the purpose of Rule 21, Parallel Operation includes only those Generating Facilities that are Interconnected with Distribution Provider’s Distribution or Transmission System for more than 60 cycles (one second).

**Participating Transmission Owner** shall mean an entity which (i) owns, operates, and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (ii) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid.

**Party or Parties** shall mean Producer and/or Distribution Provider.

**Phase I Interconnection Study** shall mean an engineering study for Applicants in the Transmission Cluster Study Process as defined in the WDT.

**Phase II Interconnection Study** shall mean an engineering and operational study for Applicants in the Transmission Cluster Study Process conducted by the Distribution Provider to determine the Point of Interconnection and a list of facilities (including Distribution Provider’s Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the estimated cost of those facilities, the costs allocated to each project, and the estimated time required to
interconnect the Generating Facility(ies) with the Distribution System. The portion of the study required to evaluate the impacts on the CAISO Grid will be coordinated with the CAISO and will be completed in a manner consistent with the CAISO Tariff GIP.

**Point of Change of Ownership** shall mean the point, as set forth in Appendix A to the GIA, where the Interconnection Customer's Interconnection Facilities connect to the Distribution Provider's Interconnection Facilities.

**Point of Interconnection** shall mean the point where the Interconnection Facilities connect with Distribution Provider's Distribution or Transmission System. This may or may not be coincident with the Point of Common Coupling.

**Pre-Construction Activities** shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section F.3.f. of Rule 21 or Section 6 of the GIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

**Producer** shall mean the entity that executes a GIA with Distribution Provider. Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Generator Interconnection Agreement.

**Qualifying Facility (QF)** shall mean a qualifying cogeneration facility or qualifying small power production facility, as defined in the Code of Federal Regulations, Title 18, Part 292 (18 C.F.R.§292).

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the GIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Results Meeting** for Applicants in the Transmission Cluster Study Process shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 4.11 of the GIP. Results Meeting for Applicants in the Distribution Group Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to discuss either the results of the DGS Phase I Interconnection Study as set forth in Rule 21 Section F.3.c.v. or the results of the DGS Phase II Interconnection
Study as set forth in Rule 21 Section F.3.c.xi. Results Meeting for Applicants in the Independent Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to discuss either the results of the Interconnection System Impact Study as set forth in Rule 21 Section 3.b.iii, or the results of the Interconnection Facilities Study as set forth in Rule 21 Section 3.b.ix.

**Stand Alone Network Upgrades** shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Distribution Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the GIA.

**System Integrity** shall mean the condition under which Distribution Provider’s Distribution and Transmission System is deemed safe and can reliably perform its intended functions in accordance with the safety and reliability rules of Distribution Provider.

**System Protection Facilities** shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Distribution Provider's Distribution System, the CAISO Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Distribution Provider's Distribution System, the CAISO Controlled Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

**Transmission Cluster Study Process** shall mean the Transmission Cluster Study Process set forth in GIP Section 4.

**Transmission Control Agreement** shall mean CAISO FERC Electric Tariff No. 7, as it may be modified from time to time, and accepted by the FERC, or any successor agreement.

**Transmission System** shall mean those transmission facilities owned by the Distribution Provider that have been placed under the CAISO’s Operational Control and are part of the CAISO Grid, as defined in the CAISO Tariff.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

**Uncontrollable Force** shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage...
or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.

**Unsafe Operating Conditions** shall mean conditions that, if left uncorrected, could result in harm to personnel, damage to equipment, loss of System Integrity or operation outside pre-established parameters required by the Generator Interconnection Agreement.

**WDT** shall mean the Wholesale Distribution Tariff, the Distribution Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

**Article 2. Effective Date, Term, and Termination**

2.1. **Effective Date.** This GIA shall become effective upon execution by the Parties.

2.2. **Term of Agreement.** Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of _______ (xx) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3. **Termination Procedures.**

2.3.1. **Written Notice.** This GIA may be terminated by Interconnection Customer after giving Distribution Provider ninety (90) Calendar Days advance written notice, or by Distribution Provider after the Generating Facility permanently ceases Commercial Operation.

2.3.2. **Default.** Either Party may terminate this GIA in accordance with Article 17.

2.3.3. **QF Status.** If Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining QF status and selling all its exports to the grid to Distribution Provider under a PURPA PPA, then this provision applies and Distribution Provider may terminate this GIA if Interconnection Customer fails to maintain its QF status for the term of this GIA or upon termination of the Interconnection Customer’s PURPA PPA.
2.3.3.1. If Section 2.3.3 applies, the Interconnection Customer is responsible for maintaining QF status and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the CAISO, including penalties and charges incurred by the Distribution Provider as a result of this failure to notify the Distribution Provider.

2.3.4. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.

2.3.5. Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.

2.4. Termination Costs. If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the non-terminating Party's receipt of such notice of termination, that are the responsibility of the Party under this GIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA:

2.4.1. With respect to any portion of Distribution Provider's Interconnection Facilities that have not yet been constructed or installed, Distribution Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Distribution Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Distribution Provider for any or all such costs of materials or equipment not taken by
Interconnection Customer, Distribution Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Distribution Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA or its GIA is terminated pursuant to Article 2.3 above, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2. Distribution Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Distribution Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3. With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5. **Disconnection.** Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party’s Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

2.6. **Survival.** This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.
Article 3.  [Intentionally Omitted]

Article 4.  Scope of Service

4.1.  Interconnection Service.  Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Distribution System and be eligible to deliver the Generating Facility’s output using the capacity of the Distribution System to the CAISO Grid. To the extent Interconnection Customer wants to receive Interconnection Service, Distribution Provider shall construct facilities identified in Appendices A and C that the Distribution Provider is responsible to construct.

4.2.  Provision of Service.  Distribution Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.

4.3.  Performance Standards.  Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this GIA for its compliance therewith. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the GIA.

4.4.  No Distribution Service or Transmission Service.  The execution of this GIA does not constitute a request for, or the provision of, Distribution Service under any tariff or transmission service under any tariff.

Article 5.  Interconnection Facilities Engineering, Procurement, and Construction

5.1.  Options.  Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Option to Build set forth below for completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.

5.1.1.  Standard Option.  Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities and Distribution Upgrades using Reasonable Efforts to complete Distribution
Provider’s Interconnection Facilities and Distribution Upgrades by the dates set forth in Appendix B, Milestones. Network Upgrades shall be designed, procured, and constructed in accordance with the CAISO Tariff using Reasonable Efforts to complete Network Upgrades by the dates set forth in Appendix B, Milestones. Distribution Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2. [Intentionally Omitted]

5.1.3. **Option to Build.** If the dates designated by Interconnection Customer are not acceptable to Distribution Provider and if the Parties agree, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Distribution Provider’s Interconnection Facilities and Stand Alone Network Upgrades. Interconnection Customer’s Option to Build and any design, procurement, and construction pursuant to this option shall be subject to the approval of Distribution Provider and the provisions of Rule 21 Section I. Distribution Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option. If Distribution Provider does not approve Interconnection Customer’s Option to Build, the Standard Option applies.

5.2. **General Conditions Applicable to Option to Build.** If Interconnection Customer assumes responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades,

(1) Interconnection Customer shall engineer, procure equipment, and construct Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility
Practice and using standards and specifications provided in advance by Distribution Provider;

(2) Interconnection Customer’s engineering, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Distribution Provider would be subject in the engineering, procurement or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Distribution Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(4) Prior to commencement of construction, Interconnection Customer shall provide to Distribution Provider a schedule for construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Distribution Provider;

(5) At any time during construction, Distribution Provider shall have the right to gain unrestricted access to Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Distribution Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify Distribution Provider for claims arising from Interconnection Customer's construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of Distribution Provider's Interconnection Facilities to the Distribution Provider and
shall transfer Operational Control of Stand Alone Network Upgrades to the CAISO;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Distribution Provider’s Interconnection Facilities and Stand-Alone Network Upgrades to Distribution Provider;

(10) Distribution Provider shall approve and accept for operation and maintenance Distribution Provider’s Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to Distribution Provider “as-built” drawings, information, and any other documents that are reasonably required by Distribution Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Distribution Provider.

5.3. [Intentionally Omitted.]

5.4. **Power System Stabilizers.** The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and in accordance with the provisions of Section 4.6.5.1 of the CAISO Tariff. Distribution Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility’s Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5. **Equipment Procurement.** If responsibility for construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:
5.5.1. Distribution Provider has completed the Interconnection Studies pursuant to the Generator Interconnection Study Process Agreement for Transmission Cluster Study Process Applicants, or Distribution Provider has completed the Interconnection Studies pursuant to the Detailed Study Agreement for Independent Study Process or Distribution Group Study Process Applicants.

5.5.2. Distribution Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.6. **Construction Commencement.** Distribution Provider shall commence construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2. Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades;

5.6.3. Distribution Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.6.4. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.7. **Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Distribution Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written...
notice to Distribution Provider of such later date upon which the completion of Distribution Provider’s Interconnection Facilities will be required.

5.8. **Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties’ Interconnection Facilities and compatibility of the Interconnection Facilities with Distribution Provider’s Distribution System, and shall work diligently and in good faith to make any necessary design changes.

5.9. **Limited Operation.** If any of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Distribution Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer’s Interconnection Facilities may operate prior to the completion of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Distribution Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer’s Interconnection Facilities in accordance with the results of such studies.

5.10. **Interconnection Customer’s Interconnection Facilities (‘ICIF’).** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.10.1. **Interconnection Customer’s Interconnection Facility Specifications.** Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Distribution Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Distribution Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer’s submission. All specifications provided hereunder shall be deemed confidential.
5.10.2. **Distribution Provider’s Review.** Distribution Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Distribution Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3. **ICIF Construction.** The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Distribution Provider “as-built” drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4. **Interconnection Customer to Meet Requirements of the Distribution Provider’s Interconnection Handbook.** The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this GIA shall govern.

5.11. **Distribution Provider's Interconnection Facilities Construction.** Distribution Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Distribution Provider shall deliver to Interconnection Customer the following “as-built”
drawings, information and documents for Distribution Provider's Interconnection Facilities: No as-built drawings will be provided.

Distribution Provider will obtain control for operating and maintenance purposes of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the CAISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

5.12. **Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13. **Lands of Other Property Owners.** If any part of Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Distribution Provider or Distribution Owner, Distribution Provider or Distribution Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades upon such property.

5.14. **Permits.** Distribution Provider or Distribution Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits,
licenses and authorizations that are necessary to accomplish the 
interconnection in compliance with Applicable Laws and Regulations. With 
respect to this paragraph, Distribution Provider or Distribution Owner shall 
provide permitting assistance to Interconnection Customer comparable to that 
provided to Distribution Provider's own, or an Affiliate's generation.

5.15. **Early Construction of Base Case Facilities.** Interconnection Customer may 
request Distribution Provider to construct, and Distribution Provider shall 
construct, using Reasonable Efforts to accommodate Interconnection 
Customer's In-Service Date, all or any portion of any Distribution Upgrades 
required for Interconnection Customer to be interconnected to the Distribution 
System which are included in the Base Case of the Facilities Study for 
Interconnection Customer, and which also are required to be constructed for 
another Interconnection Customer, but where such construction is not 
scheduled to be completed in time to achieve Interconnection Customer's In-
Service Date. Network Upgrades required for Interconnection Customer to be 
interconnected to the Distribution System shall be constructed in accordance 
with the CAISO Tariff. Interconnection Customer shall be responsible for all 
costs incurred pursuant to this Article 5.15.

5.16. **[Intentionally Omitted.]**

5.17. **Taxes.**

5.17.1. **Interconnection Customer Payments Not Taxable.** The Parties 
intend that all payments or property transfers made by Interconnection 
Customer to Distribution Provider for the installation of Distribution 
Provider's Interconnection Facilities, Distribution Upgrades, and the 
Network Upgrades shall be non-taxable, either as contributions to 
capital, or as an advance, in accordance with the Internal Revenue 
Code and any applicable state income tax laws and shall not be taxable 
as contributions in aid of construction or otherwise under the Internal 
Revenue Code and any applicable state income tax laws.

5.17.2. **Representations and Covenants.** In accordance with IRS Notice 
2001-82 and IRS Notice 88-129, Interconnection Customer represents 
and covenants that (i) ownership of the electricity generated at the 
Generating Facility will pass to another party prior to the transmission of 
the electricity on the Distribution System, (ii) for income tax purposes, 
the amount of any payments and the cost of any property transferred to 
Distribution Provider for Distribution Provider’s Interconnection Facilities 
will be capitalized by Interconnection Customer as an intangible asset
and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Distribution Provider’s Interconnection Facilities that is a “dual-use intertie,” within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, “de minimis amount” means no more than 5 percent of the total power flows in both directions, calculated in accordance with the “5 percent test” set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Distribution Provider’s request, Interconnection Customer shall provide Distribution Provider with a report from an independent engineer confirming its representation in clause (iii), above. Distribution Provider represents and covenants that the cost of Distribution Provider’s Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

5.17.3. Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider. Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Distribution Provider from the cost consequences of any current tax liability imposed against Distribution Provider as the result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Distribution Provider.

Distribution Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Distribution Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Distribution Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Distribution Provider to report payments or property as income subject to taxation; provided, however, that Distribution Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Distribution Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse
Distribution Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Distribution Provider of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Distribution Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4. **Tax Gross-Up Amount.** Interconnection Customer’s liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider (“Current Taxes”) on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA (without regard to any payments under this Article 5.17) (the “Gross Income Amount”) over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the “Present Value Depreciation Amount”), plus (2) an additional amount sufficient to permit Distribution Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Distribution Provider’s composite federal and state tax rates at the time the payments or property transfers are received and Distribution Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting Distribution Provider’s anticipated tax depreciation deductions as a result of such payments or property transfers by Distribution Provider’s current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer’s liability to Distribution Owner pursuant to this Article 5.17 can be expressed as follows: (Current Tax Rate x (Gross Income Amount – Present Value of Tax
Rule 21
Generator Interconnection Agreement (GIA) for Exporting Generating Facilities Interconnecting Under the Independent Study, Distribution Study, or Transmission Cluster Process

Depreciation))/(1-Current Tax Rate). Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

5.17.5. Private Letter Ruling or Change or Clarification of Law. At Interconnection Customer's request and expense, Distribution Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Distribution Provider under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Distribution Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Distribution Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6. Subsequent Taxable Events. If, within 10 years from the date on which the relevant Distribution Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Provider retains ownership of the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7. Contests. In the event any Governmental Authority determines that Distribution Provider's receipt of payments or property constitutes income that is subject to taxation, Distribution Provider shall notify
Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Distribution Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Distribution Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Distribution Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Distribution Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Distribution Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully-grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Distribution Provider for the tax at issue in the contest.

5.17.8. **Refund.** In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not subject to federal income
taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Distribution Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not taxable to Distribution Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Distribution Provider are not subject to federal income tax, or (d) if Distribution Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Distribution Provider pursuant to this GIA, Distribution Provider shall promptly refund to Interconnection Customer the following:

(i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Distribution Provider for such taxes which Distribution Provider did not submit to the taxing authority, calculated using an interest rate equal to one-twelfth of the Federal Reserve three-month Commercial paper Rate – Non-Financial, from the Federal Reserve Statistical Release H.15 (expressed as an annual rate) from the date payment was made by Interconnection Customer to the date Distribution Provider refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Distribution Provider, any refund or credit Distribution Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Distribution Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Distribution Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Distribution Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Distribution Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Distribution Provider's Interconnection Facilities.
The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities, Distribution Upgrades, and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9. **Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer’s sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this GIA. Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider’s documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Distribution Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Distribution Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Distribution Provider.

5.17.10. **Distribution Owners Who Are Not Distribution Providers.** If Distribution Provider is not the same entity as the Distribution Owner, then (i) all references in this Article 5.17 to Distribution Provider shall be deemed also to refer to and to include the Distribution Owner, as appropriate, and (ii) this GIA shall not become effective until such Distribution Owner shall have agreed in writing to assume all of the duties and obligations of Distribution Provider under this Article 5.17 of this GIA.

5.18. **Tax Status.** Each Party shall cooperate with the other to maintain the other Party’s tax status. Nothing in this GIA is intended to adversely affect any Distribution Provider’s tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19. **Modification.**
5.19.1. **General.** Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party’s facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Distribution Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2. **Standards.** Any additions, modifications, or replacements made to a Party’s facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.

5.19.3. **Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Distribution Provider makes to Distribution Provider's Interconnection Facilities or the Distribution System to facilitate the interconnection of a third party to Distribution Provider's Interconnection Facilities or the Distribution System, or to provide transmission service to a third party under Distribution Provider's applicable tariffs. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer’s Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer’s Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.
Article 6. Testing and Inspection

6.1. Commissioning Testing and Pre-Commercial Operation Date Testing and Modifications. Prior to commencing Parallel Operation of a Generating Facility with Distribution Provider’s system, Commissioning Testing shall be conducted pursuant to Rule 21. However, Interconnection Customer shall not commence Parallel Operation of its Generating Facility unless it has received Distribution Provider’s express written permission to do so. Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer’s Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.

6.2. Post-Commercial Operation Date Testing and Modifications. Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party’s facilities, at the requesting Party’s expense, as may be in accordance with Good Utility Practice.

6.3. Right to Observe Testing. Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right to observe such testing. Costs associated with this Article are subject to the relevant provisions of Rule 21.

6.4. Right to Inspect. Each Party shall have the right, but shall have no obligation to: (i) observe the other Party’s tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party’s System Protection Facilities and other protective equipment; and (iii) review the other Party’s maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights
shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

Article 7. Metering

7.1. General. Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of Rule 21 regarding metering. Unless otherwise agreed by the Parties, Distribution Provider may install additional Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at Distribution Provider’s option, compensated to, the Point of Interconnection. Interconnection Customer’s access to meter data shall be provided in accordance with Rule 21. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

7.2. Check Meters. Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the CAISO-poll meters or Distribution Provider’s meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except in the case that no other means are available on a temporary basis at the option of the Distribution Provider. The check meters shall be subject at all reasonable times to inspection and examination by Distribution Provider or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

7.3. Distribution Provider Retail Metering. Distribution Provider may install retail revenue quality meters and associated equipment, pursuant to the Distribution Provider’s applicable retail tariffs.

Article 8. Communications
8.1. **Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Distribution Provider's Distribution System dispatcher or representative designated by Distribution Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Distribution Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Distribution Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

8.2. **Telemetering.** The Parties shall comply with the provisions of the Rule 21 regarding telemetering.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3. **No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

**Article 9. Operations**

9.1. **General.** Each Party shall comply with Applicable Reliability Standards and the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2. **[Intentionally Omitted.]**
9.3. **Distribution Provider Obligations.** Distribution Provider shall cause the Distribution System and Distribution Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this GIA and Distribution Provider's operating protocols and procedures as they may change from time to time. Distribution Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

9.4. **Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection Customer’s Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.

9.5. **Start-Up and Synchronization.** Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to Distribution Provider's Distribution System.

9.6. **Reactive Power.**

9.6.1. **Power Factor Design Criteria.** The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, the Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction.
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider’s Distribution System.

9.6.2. **Governors and Regulators.** Whenever the Generating Facility is operated in parallel with the Distribution System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in a manner consistent with Rule 21.

9.7. **Outages and Interruptions.**

9.7.1. **Outages.**

9.7.1.1. **Outage Authority and Coordination.** Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities, Distribution Upgrades, or Network Upgrades that may impact the other Party’s facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2. **Outage Schedules.** Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Distribution Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Distribution Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Distribution System and Transmission System. Distribution Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or
other costs above and beyond the cost Interconnection Customer would have incurred absent Distribution Provider’s request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities. Distribution Provider shall have no obligation to pay Interconnection Customer any costs the Interconnection Customer incurs as the result of being directed by the CAISO to reschedule maintenance.

9.7.1.3. **Outage Restoration.** If an outage on a Party's Interconnection Facilities, Distribution Upgrades, or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2. **Interruption of Service.** If required by Good Utility Practice to do so, Distribution Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Distribution Provider’s ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1. The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2. Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Distribution System;
9.7.2.3. When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

9.7.2.4. Except during the existence of an Emergency, when the interruption or reduction can be scheduled without advance notice, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Distribution Provider;

9.7.2.5. The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Distribution System and Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3. [Intentionally Omitted.]

9.7.4. System Protection and Other Control Requirements.

9.7.4.1. System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer’s Interconnection Facilities. Distribution Provider shall install at Interconnection Customer’s expense any System Protection Facilities that may be required on Distribution Provider’s Interconnection Facilities, Distribution System, or the Transmission System as a result of the interconnection of the Generating Facility and Interconnection Customer’s Interconnection Facilities.

9.7.4.2. Each Party’s protection facilities shall be designed and coordinated with other systems in accordance with Applicable
Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.

9.7.4.3. Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4. Each Party’s protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer’s units.

9.7.4.5. Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook.

9.7.4.6. Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5. Requirements for Protection. In compliance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider’s Interconnection Handbook, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Distribution System not otherwise isolated by Distribution Provider’s equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Distribution System. Such protective
equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Distribution System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution System could adversely affect the Generating Facility.

9.7.6. **Power Quality.** Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.

9.8. **Switching and Tagging Rules.** Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9. **Use of Interconnection Facilities by Third Parties.**

9.9.1. **Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Distribution System and shall be used for no other purpose.

9.9.2. **Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

withheld, to allow one or more third parties to use Distribution Provider’s Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to CPUC for resolution if the third party user is seeking a CPUC-jurisdictional use and by FERC if the third party user is seeking a FERC-jurisdictional use. Interconnection Customer agrees to be bound by any such resolution by FERC.

9.10. Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Distribution Provider’s Distribution System and Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

Article 10. Maintenance

10.1. Distribution Provider Obligations. Distribution Provider shall maintain the Distribution System, Transmission System and Distribution Provider’s Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.

10.2. Interconnection Customer Obligations. Interconnection Customer shall maintain the Generating Facility and Interconnection Customer’s Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.
10.3. **Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

10.4. **Secondary Systems.** Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5. **Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Distribution Provider’s Interconnection Facilities.

**Article 11. Performance Obligations**

11.1. **Interconnection Customer Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

11.2. **Distribution Provider's Interconnection Facilities.** Distribution Provider or Distribution Owner shall design, procure, construct, install, own and/or control the Distribution Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

11.3. **Network Upgrades and Distribution Upgrades.** Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix A, Interconnection Facilities,
Network Upgrades and Distribution Upgrades. Network Upgrades shall be designed, procured, and constructed in accordance with the CAISO Tariff. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades or Network Upgrades.

11.4. **Transmission Credits.**

11.4.1. Repayment of Amounts Advanced for Network Upgrades.

11.4.1.1. To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

11.4.1.2. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1, the Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that
is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Distribution Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

11.4.1.3. If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Distribution Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2. Special Provisions for Affected Systems. Unless Distribution Provider provides, under the GIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.4.3. Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other
agreement or tariff as a result of, or otherwise associated with, the
transmission capacity, if any, created by the Network Upgrades,
including the right to obtain cash reimbursements or transmission
credits for transmission service that is not associated with the
Generating Facility.

11.5. **Provision of Interconnection Financial Security.** The Interconnection
Customer is obligated to provide all necessary Interconnection Financial
Security required under Rule 21 Section F.4 if studied under the Independent
Study Process or Distribution Group Study Process. The Interconnection
Customer is obligated to provide all necessary Interconnection Financial
Security required under Section 4.23 of the GIP if studied under the
Transmission Cluster Study Process.

**Article 12. Invoice**

12.1. **General.** Each Party shall submit to the other Party, on a monthly basis,
invoices of amounts due for the preceding month. Each invoice shall state the
month to which the invoice applies and fully describe the services and
equipment provided. The Parties may discharge mutual debts and payment
obligations due and owing to each other on the same date through netting, in
which case all amounts a Party owes to the other Party under this GIA,
including interest payments or credits, shall be netted so that only the net
amount remaining due shall be paid by the owing Party.

12.2. **Final Invoice.** Within twelve (12) months after completion of the construction
of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and
the Network Upgrades, Distribution Provider shall provide an invoice of the final
cost of the construction of Distribution Provider's Interconnection Facilities,
Distribution Upgrades, and the Network Upgrades and shall set forth such
costs in sufficient detail to enable Interconnection Customer to compare the
actual costs with the estimates and to ascertain deviations, if any, from the cost
estimates. Distribution Provider shall refund to Interconnection Customer any
amount by which the actual payment by Interconnection Customer for
estimated costs exceeds the actual costs of construction within thirty (30)
Calendar Days of the issuance of such final construction invoice.

12.3. **Payment.** Invoices shall be rendered to the paying Party at the address
specified in Appendix F. The Party receiving the invoice shall pay the invoice
within thirty (30) Calendar Days of receipt. All payments shall be made in
immediately available funds payable to the other Party, or by wire transfer to a
bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.

Article 13. Emergencies Consistent with Rule 21


Article 14. Regulatory Requirements and Governing Law

14.1. Regulatory Requirements. Each Party’s obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2. Governing Law.

14.2.1. The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state of California, without regard to its conflicts of law principles.

14.2.2. This GIA is subject to all Applicable Laws and Regulations.

14.2.3. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

Article 15. Notices.

15.1. General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in
writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2. Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3. Alternative Forms of Notice. Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4. Operations and Maintenance Notice. Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Uncontrollable Force


16.1.1. Economic hardship is not considered an Uncontrollable Force event.

16.1.2. Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Uncontrollable Force. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of an Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Uncontrollable Force, the time and date when the Uncontrollable Force occurred and when the Uncontrollable Force is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with
reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 17. Default

17.1. Default

17.1.1. General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force as defined in this GIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2. Right to Terminate. If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1. Indemnity. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this GIA on behalf of the
Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1. **Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2. **Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3. **Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.
The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

18.2. **Consequential Damages.** In no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3. **Insurance.** Each party shall, at its own expense, maintain in force throughout the period of this GIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

18.3.1. Employers’ Liability and Workers’ Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.3.2. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One
Million Dollars ($1,000,000) per occurrence/One Million Dollars ($1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.3.3. Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, including death, and property damage.

18.3.4. Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of One Million Dollars ($1,000,000) per MW of Generating Facility capacity, rounded up to the nearest MW, per occurrence, up to a maximum of Twenty Million Dollars ($20,000,000) per occurrence/Twenty Million Dollars ($20,000,000) aggregate.

18.3.5. The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

18.3.6. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer’s liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.3.7. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance
policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

18.3.8. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this GIA.

18.3.9. Within ten (10) Calendar Days following execution of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.

18.3.10. Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party’s senior secured debt is rated at investment grade or better by Standard & Poor’s and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party’s senior secured debt is unrated by Standard & Poor’s or is rated at less than investment grade by Standard & Poor’s, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

Article 19. Assignment

19.1. Assignment. This GIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this GIA without the consent of the other Party to any Affiliate of the assigning Party with an equal
or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Distribution Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party’s, trustee’s or mortgagee’s assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Distribution Provider of the date and particulars of any such exercise of assignment right(s), including providing the Distribution Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party’s obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

20.1. Severability. If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Distribution Provider) seeks and obtains such a final determination with respect to any provision of the Option to Build (Article 5.1.3), then none of these provisions shall thereafter have any force or effect and the Parties’ rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

21.1. Comparability. The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality
22.1. **Definition of Confidential Information.** The confidentiality provisions applicable to this Agreement are set forth in Rule 21, Section D.7 (Confidentiality) and in the following provisions included in this Article.

22.1.1. **Release of Confidential Information.** Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

22.1.2. **Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.3. **No Warranties.** By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.4. **Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

22.1.5. **Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or
otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.6. **Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

**Article 23. Environmental Releases**

23.1. Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.
Article 24. Information Requirements

24.1. Information Acquisition. Distribution Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2. Information Submission by Distribution Provider. The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3. Updated Information Submission by Interconnection Customer. The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. If studied under the Transmission Cluster Study Process, Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. If studied under Independent Study Process or the Distribution Group Study Process, Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in the Rule 21 Interconnection Request for Exporting Generating Facilities. It shall also include any additional information provided to Distribution Provider for the Interconnection Studies. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Distribution Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer’s data is materially different from what was originally provided to Distribution Provider pursuant to the Detailed Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact
24.4. **Information Supplementation.** Prior to the Trial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all “as-built” Generating Facility information or “as-tested” performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit “step voltage” test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility’s terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Distribution Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Distribution Provider any information changes due to equipment replacement, repair, or adjustment. Distribution Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Distribution Provider-owned substation that may affect Interconnection Customer’s Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

**Article 25. Information Access and Audit Rights**
25.1. **Information Access.** Each Party (the “disclosing Party”) shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.

25.2. **Reporting of Non-Uncontrollable Force Events.** Each Party (the “notifying Party”) shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than an Uncontrollable Force event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this GIA.

25.3. **Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party’s costs, calculation of invoiced amounts, Distribution Provider’s efforts to allocate responsibility for interruption or reduction of generation on the Distribution System, and each Party’s actions in an Emergency. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4. **Audit Rights Periods.**

25.4.1. **Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades shall be subject to audit for a period of twenty-four months...
following Distribution Provider’s issuance of a final invoice in accordance with Article 12.2.

25.4.2. **Audit Rights Period for All Other Accounts and Records.** Accounts and records related to either Party’s performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party’s receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5. **Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

**Article 26. Subcontractors**

26.1. **General.** Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2. **Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Distribution Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3. **No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor’s insurance.
Article 27. Disputes

27.1. Disputes. Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Independent Study Process or Distribution Group Study Process regarding a Party’s performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21. Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party’s performance of its obligations pursuant to the WDT (e.g., any dispute regarding the Application Process, the Transmission Cluster Study Process, including the cost allocation of upgrades, the classification of upgrades as either Distribution Upgrades or Network Upgrades, posting of financial security and refunds) will be resolved pursuant to dispute resolution procedures in the WDT. Any other dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party’s performance of its obligations related to this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 28. Representations, Warranties, and Covenants

28.1. General. Each Party makes the following representations, warranties and covenants:

28.1.1. Good Standing. Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

28.1.2. Authority. Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable
bankruptcy, insolvency, reorganization or other similar laws affecting creditors’ rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3. No Conflict. The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4. Consent and Approval. Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

Article 29. [Reserved]

Article 30. Miscellaneous

30.1. Binding Effect. This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2. Conflicts. In the event of a conflict between this GIA and Rule 21, the terms and provisions of Rule 21 shall prevail. For Interconnection Customers studied under the Transmission Cluster Study Process, in the event of a conflict between applicable provisions of the WDT and Rule 21, the provisions of the WDT shall prevail with respect to parts of the interconnection process performed under the WDT; Rule 21 shall prevail with respect to all other matters.

30.3. Rules of Interpretation. This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person’s successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, as the case may be; (6) “hereunder”, “hereof”, “herein”, “hereto” and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

30.4. **Entire Agreement.** This GIA, including all incorporated tariff provisions and the Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party’s compliance with its obligations under this GIA.

30.5. **No Third Party Beneficiaries.** This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6. **Waiver.** The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Distribution Provider. Any waiver of this GIA shall, if requested, be provided in writing.
30.7. **Headings.** The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.

30.8. **Multiple Counterparts.** This GIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9. **Amendment.** The Parties may by mutual agreement amend this GIA by a written instrument duly executed by the Parties.

30.10. **Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

30.11. **Incorporation of Rule 21 into Agreement and CPUC Modification.** Rule 21, subject to any modifications the CPUC may direct in the exercise of its jurisdiction, is incorporated in its entirety into this GIA. Unless otherwise ordered by the CPUC, this GIA at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. Notwithstanding the foregoing, if provisions of this GIA or the Parties’ obligations are dictated by the WDT or the results of the Transmission Cluster Study process under the WDT (e.g., provisions related to the classification of upgrades as either Distribution Upgrades or Network Upgrades and the allocation of costs of facilities), they are not subject to modification by the CPUC.

30.12. **No Partnership.** This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
IN WITNESS WHEREOF, the Parties have executed this GIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

__________________________
(Interconnection Company Name)

__________________________
(PACIFIC GAS AND ELECTRIC COMPANY)

__________________________
(Signature)

__________________________
(Signature)

__________________________
(Print Name)

__________________________
(Print Name)

__________________________
(Title)

__________________________
(Title)

__________________________
(Date)

__________________________
(Date)

__________________________,
Interconnection Customer

By: ______________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

Pacific Gas and Electric Company,

By: ______________________________

Name: ____________________________

Automated Document, Preliminary Statement A
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

Title: ________________________________

Date: ________________________________
Appendix A to GIA

Interconnection Facilities, Network Upgrades and Distribution Upgrades

1. Interconnection Facilities:

   (a) [insert Interconnection Customer's Interconnection Facilities]:

   (b) [insert Distribution Provider's Interconnection Facilities]:

---

1 Not subject to ITCC (Income Tax Calculation Component) on contribution. ITCC is exempt for generators that meet the IRS Safe Harbor Provisions. PG&E currently does not require the Interconnection Customer to provide security to cover the potential tax liability on the Interconnection Facilities, Distribution Upgrades, and Network Upgrades per the IRS Safe Harbor Provisions (IRS Notice 88-129). PG&E reserves the right to require, on a nondiscriminatory basis, the Interconnection Customer to provide such security, in a form reasonably acceptable to PG&E as indicated in Article 5.17 of the GIA, an amount up to the cost consequences of any current tax liability. Upon request and within sixty (60) Calendar Days' notice, the Interconnection Customer shall provide PG&E such ITCC security or ITCC payment in the event that Safe Harbor Provisions have not been met, in the form requested by PG&E.
2. Network Upgrades:

(a) [insert Stand Alone Network Upgrades]:

(b) [insert Other Network Upgrades]:
3. Distribution Upgrades:

$  

Total Project Costs

............  ...........
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS
Appendix B to GIA

Milestones
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

Appendix C to GIA

Interconnection Details
Appendix D to GIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. The CPUC will expect the CAISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President’s Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.
Appendix E to GIA

Commercial Operation Date

This Appendix E is a part of the GIA between Distribution Provider and Interconnection Customer.

[Date]

[Distribution Provider Address]

Re: _____________ Generating Facility

Dear ________________:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. ___. This letter confirms that [Interconnection Customer] commenced Commercial Operation of Unit No. ___ at the Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]
Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

Distribution Provider:

[Contact information to be provided]

Interconnection Customer:

[Contact information to be provided]

Billings and Payments:

Distribution Provider:

[Contact information to be provided]

Interconnection Customer:

[Contact information to be provided]
RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Distribution Provider:

[Contact information to be provided]

Interconnection Customer:

[Contact information to be provided]
Appendix G to GIA

Interconnection Customer’s Share of Costs of Distribution Upgrades and Network Upgrades for Applicable Project Group

[Provide description or N/A]
RULE 21
PRE-APPLICATION REPORT REQUEST

Upon receipt of a completed Pre-Application Report Request and a non-refundable processing fee of $300, the Distribution Provider shall provide pre-application data described below within 10 business days of receipt.

The Pre-Application Report will include the following information if available:

- Total Capacity (MW) of substation/area bus or bank and circuit likely to serve proposed site.
- Allocated Capacity (MW) of substation/area bus or bank and circuit likely to serve proposed site.
- Queued Capacity (MW) of substation/area bus or bank and circuit likely to serve proposed site.
- Available Capacity (MW) of substation/area bus or bank and circuit most likely to serve proposed site.
- Substation nominal distribution voltage or transmission nominal voltage if applicable.
- Nominal distribution circuit voltage at the proposed site.
- Approximate circuit distance between the proposed site and the substation.
- Relevant Line Section(s) peak line load estimate, and minimum load data, when available.
- Number of protective devices and number of voltage regulating devices between the proposed site and the substation/area.
- Whether or not three-phase power is available at the site.
- Limiting conductor rating from proposed Point of Interconnection to distribution substation.
- Based on proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints or secondary networks.

The Pre-Application Report need only include pre-existing data. A Pre-Application Report request does not obligate Distribution Provider to conduct a study or other analysis of the proposed project in the event that data is not available. If Distribution Provider cannot complete all or some of a Pre-Application Report due to lack of available data, Distribution Provider will provide applicant with a Pre-Application Report that includes the information that is available.

In requesting a Pre-Application Report, applicant understands that 1) the existence of “Available Capacity” in no way implies that an interconnection up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, 2) the distribution system is dynamic and subject to change and 3) data provided in the Pre-Application Report may become outdated and not useful at the time of submission of the complete Interconnection Request. Notwithstanding any of the provisions of this Section, Distribution Provider shall, in good faith, provide Pre-Application Report data that represents the best available information at the time of reporting.
1. This Pre-Application Report Request is for (check only one):

☐ A proposed new Generating Facility.

☐ An increase in the generating capacity or a Material Modification of an existing Generating Facility.

This Pre-Application Report Request is for (check only one):

☐ A project that will export power to the PG&E system.

☐ A project that will not export power to the PG&E system.

2. Applicant provides the following information (if available):

a. Approximate proposed Point of Interconnection. The proposed Point of Interconnection shall be defined by latitude and longitude, site map, street address, utility equipment number (e.g. pole number), meter number, account number or some combination of the above sufficient to clearly identify the location of the Point of Interconnection. In the case of an existing Generating Facility, the name and specific location, including the county, of the existing Generating Facility;

Project Name:__________________________________________________________

Project Location:_______________________________________________________

Street Address:________________________________________________________

City:___________________________________________________________

County:___________________________________________________________

Zip Code:___________________________________________________________

Latitude (in degrees/minutes/seconds OR 6 decimal places):_________

Longitude (in degrees/minutes/seconds OR 6 decimal places):_________

Utility Equipment Number [nearest one (ex. pole number 1234567E, transformer number T12345)]:_________________________________________

Meter Badge Number (Old meter #’s are 6 characters – one alpha numeric interspersed. New Smart Meters start with 100, followed by 7 digits – 10 characters total.):_________________________________________

Account Number (ex. 012345678-9):________________________________________

Proposed Nominal Service Voltage (ex. 480V, 12kV, etc.):__________________
b. Attach copy of site map for proposed project. Site map should show:
   - True north
   - Proposed project location, including general area of project
   - Proposed service point location
   - Major roads, streets and/or highways

c. Technology, Fuel Source (i.e., gas turbine, hydro turbine, wind turbine, etc.) and optionally MW;
   - □ Cogeneration  _____ MW  Fuel Source: ____________
   - □ Reciprocating Engine  _____ MW  Fuel Source: ____________
   - □ Biomass  _____ MW  Fuel Source: ____________
   - □ Steam Turbine  _____ MW
   - □ Gas Turbine  _____ MW  Fuel Source: ____________
   - □ Wind Turbine  _____ MW
   - □ Hydro Turbine  _____ MW
   - □ Inverter Based: (e.g., Photovoltaic, Fuel Cell)  _____ MW
     If Fuel Cell, please describe primary fuel source: ____________
   - □ Combined Cycle  _____ MW  Fuel Source: ____________
   - □ Other (please describe): ________________________________

d. Name, address, telephone number, and e-mail address of applicant (primary person who will be contacted);
   - Name: _______________________________________
   - Title: _______________________________________
   - Company Name: _________________________________
   - Street Address: __________________________________
   - City, State: ____________________________________
   - Zip Code: _____________________________________
   - Phone Number: _________________________________
   - Fax Number: __________________________________
   - Email Address: _________________________________

3. Non-Refundable processing fee of $300 as specified in Rule 21 is required to complete this Pre-Application Report Request. DO NOT SEND THE APPLICATION FEE WITH THIS PRE-APPLICATION REQUEST. PG&E WILL INVOICE APPLICANT FOR THE FEE ONCE THIS APPLICATION IS RECEIVED (Any checks/monies submitted with this Pre-Application Report Request will be returned to the sender and may result in a delay in this request).
4. This Pre-Application Report Request shall be submitted with attachments to:

   **Electronically to (preferred):** Rule21gen@pge.com

   OR by mail to:

   Pacific Gas and Electric Company
   Attn: Electric Manager, Generation Interconnection Services
   P.O. Box 770000
   Mail Code N7L
   San Francisco, California, 94177

   Overnight address: 245 Market Street Mail Code N7L San Francisco, CA 94105

   **OR by facsimile to:**

   415-973-3064

5. I understand that the contents of the Pre-Application Report are confidential and shall not be disclosed to anyone who is not an employee or other representative (including consultants) of the company or corporation I am employed with.

6. This Pre-Application Report Request is submitted by:

   Legal name of applicant: __________________________

   By (signature): __________________________

   Name (type or print): __________________________

   Title: __________________________

   Date: __________________________

   Phone Number: __________________________
<table>
<thead>
<tr>
<th>PG&amp;E Gas and Electric Advice Filing List</th>
<th>General Order 96-B, Section IV</th>
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<tr>
<td>AT&amp;T</td>
<td>Don Pickett &amp; Associates, Inc.</td>
</tr>
<tr>
<td>Albion Power Company</td>
<td>Douglass &amp; Liddell</td>
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<tr>
<td>Alcantar &amp; Kahl LLP</td>
<td>Downey &amp; Brand</td>
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<td>Anderson &amp; Poole</td>
<td>Ellison Schneider &amp; Harris LLP</td>
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<td>BART</td>
<td>G. A. Krause &amp; Assoc.</td>
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<tr>
<td>Bartle Wells Associates</td>
<td>GenOn Energy, Inc.</td>
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<tr>
<td>Braun Blaising McLaughlin, P.C.</td>
<td>Goodin, MacBride, Squeri, Schlotz &amp; Ritchie</td>
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<td>Green Power Institute</td>
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<td>California Public Utilities Commission</td>
<td>International Power Technology</td>
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<tr>
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<td>Intestate Gas Services, Inc.</td>
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