May 2, 2016

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

SUBJECT:  Deviation to Form 79-978, Net Energy Metering Interconnection Agreement,
Pursuant to Senate Bill 83 for the United States Armed Forces

Dear Mr. Jacobson:

Advice Letter 4717-E is effective as of November 1, 2015.

Sincerely,

Edward Randolph
Director, Energy Division
October 2, 2015

Advice 4717-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Deviation to Form 79-978, Net Energy Metering Interconnection Agreement, Pursuant to Senate Bill 83 for the United States Armed Forces

Purpose

The purpose of this advice letter is to submit a deviation to Pacific Gas and Electric Company’s (PG&E’s) Net Energy Metering (NEM) tariff interconnection agreement 79-978 - Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1000 Kilowatts or Less Other than Facilities of 30 Kilowatts or Less - pursuant to Senate Bill (SB) 83, for changes limited to facilities of the United States Armed Forces. This submittal is being made as Tier 3 pursuant to General (GO) 96-B, General Rule Section 8.2.3, for advice letters for the Federal Government. This advice letter also seeks modifications to PG&E’s List of Contracts and Deviations to reference the deviated contracts as applicable only to the Armed Forces for the purposes of implementing SB 83.

Background

SB 83 (2015) was signed into law on June 24, 2015, adding a new definition of a NEM Eligible Customer-Generator to Public Utilities Code Section 2827(b)(4)(C) specifically for an Armed Forces “base or facility” with a renewable generator whose total capacity does not exceed the lesser of (a) 12 megawatts (MW) or (b) 1 MW greater than its minimum load over the prior 36 months. The statute includes the following additional provisions, which are applicable only to Armed Forces NEM Eligible Customer-Generators as newly defined under Section 2827(b)(4)(C).

This advice letter submitting the deviated interconnection agreement accompanies Advice Letter 4716-E, which modifies the NEM tariff and Electric Rule 21.1

1 See Section 8.2.3 of GO 96-B: “At all times, a utility…may provide service (other than resale service) to a government agency for free, or at reduced rates and charges, or under terms and conditions otherwise deviating from its tariffs then in effect. The utility may begin such service without prior Commission approval, but the utility shall promptly submit an advice letter to the appropriate Industry Division to notify the Commission of the utility’s provisions of such service and of the rates, charges, terms and conditions under which the service is provided. Although the advice letter may be effective pending disposition under General Rule 7.5.3, the Commission may determine, in an appropriate proceeding, the reasonableness of such service.”
Form 79-978A

A) Deviation to Filed Form 79-978

- Modify the name and form number (79-978A)
- Adds an appendix for Armed Service applicant to warrant they meet the requirements of PU Code Section 2827(b)(4)(C)(ii) regarding privatized military housing.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than October 22, 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
c/o Megan Lawson
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 3 advice filing (pursuant to GO 96-B, General Rule Section 8.2.3) become effective November 1, 2015.

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service lists for R.11-09-011, R.12-11-005 and R.14-07-002. 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 Lists R.11-09-011, R.12-11-005 and R.14-07-002
Marc Monbouquette, Energy Division
Company name/CPUC Utility No. Pacific Gas and Electric Company (ID U39 E)

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) #: 4717-E  
Tier: 3

Subject of AL: Deviation to Form 79-978, Net Energy Metering Interconnection Agreement, Pursuant to Senate Bill 83 for the United States Armed Forces

Keywords (choose from CPUC listing): Compliance, Metering

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: November 1, 2015  
No. of tariff sheets: 3

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

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

Tariff schedules affected: List of Contracts and Deviations

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  
e/o Megan Lawson  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177  
E-mail: PGETariffs@pge.com
<table>
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<th>P.U.C. Sheet No.</th>
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<tbody>
<tr>
<td>35655-E</td>
<td>LIST OF CONTRACTS AND DEVIATIONS (Continued)</td>
<td>35036-E</td>
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<tr>
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<td>Sheet 60</td>
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<td>MAPS, CONTRACTS AND DEVIATIONS</td>
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# LIST OF CONTRACTS AND DEVIATIONS

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<td>CORPORATE CENTER</td>
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<td>5 Years*1</td>
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<td>Federal Agencies</td>
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<td>Dept. of Transportation</td>
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<td>Federal Aviation Admin.</td>
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<td>General Services Administration</td>
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*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.
## ELECTRIC TABLE OF CONTENTS

**Sheet 1**

### TABLE OF CONTENTS

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(Continued)
## ELECTRIC TABLE OF CONTENTS
### MAPS, CONTRACTS AND DEVIATIONS

#### TITLE OF SHEET
Maps, Contracts and Deviations

#### SERVICE AREA MAPS

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<td>B</td>
<td>Sacramento Municipal Utility District</td>
<td>10423-E</td>
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<td>C</td>
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<td>13780-E</td>
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<td>I</td>
<td>Gridley</td>
<td>13780-E</td>
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<tr>
<td>J</td>
<td>Presidio of Monterey, Monterey County</td>
<td>21634-E</td>
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#### LIST OF CONTRACTS AND DEVIATIONS

13819, 13794, 21541, 35042, 12000, 12001, 13672, 12003, 19350, 11435, 12004, 20977, 19351, 12006, 11191, 12010, 11193, 11194, 11195, 12969, 31155, 12012, 29592, 33251, 29670, 13296, 12955, 12018, 12019, 12020, 12021, 12022, 12023, 30666, 17259, 12026, 13092, 11211, 12027, 12028, 16703, 12030, 12031, 14035, 29593, 12032, 23621, 11219, 12034, 20831, 12036, 11223, 11986, 11987, 35657, 16898, 11227-E

(Continued)
Attachment 2

Form 79-978A

Net Energy Metering Interconnection Agreement

(For Use by the United States Armed Forces Only)
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF MORE THAN 1,000 KW AND LESS THAN 12,000 KW OR 1 MW GREATER THAN ITS MINIMUM LOAD OVER THE PRIOR 36 MONTHS - FOR THE USE OF THE UNITED STATES ARMED FORCES

This Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities (Agreement) is entered into by and between ______________, Armed Forces pursuant to Public Utilities Code Section 2827(c)(4)(C)(i) (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E’s Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator’s Generating Facility. Customer-Generator’s Generating Facility is intended primarily to offset part or all of the Customer-Generator’s own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E’s electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator’s Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator’s Generating Facility and loads are interconnected with PG&E’s Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

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

2.3 Customer-Generator’s electric service agreement ID number: ______________ (Assigned by PG&E).

Additional forms are available on PG&E’s website at http://www.pge.com/gen).
2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Distribution System:

   Name: _____________________________
   Address: ___________________________
   City/Zip Code: _______________________

2.5 Interconnected Equipment:

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

<table>
<thead>
<tr>
<th>Type of Generator (Solar / Wind / Hybrid)</th>
<th>Generator Rating (watts)</th>
<th>Manufacturer of Inverter used with Generator (if Applicable)</th>
<th>Inverter Model Number (if Applicable)</th>
<th>Inverter Rating (watts)² (if Applicable)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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</table>

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

2.7 The Generating Facility’s expected date of Initial Operation is _________________.

   The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

   Appendix B A Copy of PG&E's Agreement for Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527), if applicable (Formed by the Parties).

   Appendix C Milestones

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.
In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator’s otherwise-applicable rate schedule, available at PG&E’s website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E’s Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

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

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 20 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 agreement ID number through which Customer-Generator’s Generating Facility is interconnected to PG&E is closed or terminated.
(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 13 below to the other Party of Customer-Generator’s or PG&E’s intent to terminate this Agreement.

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

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E’s ability or obligation to perform PG&E’s duties under this Agreement; or,

(b) Customer-Generator fails to take all corrective actions specified in PG&E’s Notice that Customer-Generator’s Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator’s apparent abandonment of the Generating Facility affirming Customer-Generator’s intent and ability to continue to operate the Generating Facility; or,
(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.

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

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

6. GENERATING FACILITY REQUIREMENTS

6.1 Customer-Generator’s Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.

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

6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

6.4 If the evaluation of the Interconnection request results in the need for upgrades to PG&E’s Distribution and/or Transmission System arising solely from the Generating Facility’s Interconnection Request, PG&E shall be afforded the time necessary to complete those upgrades before issuing written approval allowing the Customer to operate the Generating Facility. Costs for those upgrades and any necessary Interconnection Facilities shall be borne by the Customer, pursuant to the terms and conditions outlined in Appendix B of this Agreement.

7. INTERCONNECTION FACILITIES

7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E’s Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator’s Generating Facility.

7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
7.3 If the provisions of PG&E’s Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. DISTRIBUTION UPGRADES

8.1 No portion of this section shall apply unless the interconnection of the Generating Facility requires Distribution Upgrades.

8.2 PG&E shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix B below. If PG&E and the Customer-Generator agree, the Customer-Generator may construct Distribution Upgrades that are located on land owned by the Customer-Generator. The cost of the Distribution Upgrades, including overheads, shall be borne by the Customer-Generator as provided in Public Utilities Code Section 2827 (c)(4)(C)(iv).

8.3 If the provisions of PG&E’s Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate Distribution Upgrades due to the interconnection of the Generating Facility, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Distribution Upgrades. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

9. NETWORK UPGRADES

9.1 No portion of this section shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

9.2 PG&E shall design, procure, construct, install, and own the Network Upgrades described in Appendix B. If PG&E and the Customer-Generator agree, the Customer-Generator may construct Network Upgrades that are located on land owned by the Customer-Generator. The cost of the Network Upgrades, including overheads, shall be borne by the Customer-Generator as provided in Public Utilities Code Section 2827 (b)(4)(B)(ii).

9.3 If the provisions of PG&E’s Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate Network Upgrades due to the interconnection of the Generating Facility, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Network Upgrades. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.
10. 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.

11. INSURANCE

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

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

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

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

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

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

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

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

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

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

The insurance shall, by endorsement:

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

(b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

(c) Contain a severability of interest clause or cross-liability clause.
11.2 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days’ prior to operations shall be submitted.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator’s ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

11.3 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

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

12. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

12.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assigns, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 12.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

12.2 The provisions of this Section 12 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

13. NOTICES

13.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E:
Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702
Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of More Than 1,000 KW and Less Than 12,000 KW or 1 MW Greater than its Minimum Load over the Prior 36 Months

If to Customer-Generator:
Customer-Generator Name: _____________________________
Address: _____________________________________________
City: ________________________________________________
Phone: (           ) _______________________________________
FAX: (            ) _______________________________________

13.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 13.1.

13.3 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.

14. REVIEW OF RECORDS AND DATA

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

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

15. ASSIGNMENT

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

16. 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.
17. **GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E’s TARIFF SCHEDULES AND RULES**

17.1 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.

17.2 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.

17.3 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.

17.4 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.

18. **AMENDMENT AND MODIFICATION**

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

19. **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.

20. **SIGNATURES**

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

<table>
<thead>
<tr>
<th>CUSTOMER-GENERATOR’S NAME</th>
<th>PACIFIC GAS AND ELECTRIC COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ______________________</td>
<td>By: ______________________</td>
</tr>
<tr>
<td>Name: ____________________</td>
<td>Name: ______________________</td>
</tr>
<tr>
<td>Title: ____________________</td>
<td>Title: Supervisor, Electric Generation Interconnection</td>
</tr>
<tr>
<td>Date: ____________________</td>
<td>Date: ______________________</td>
</tr>
</tbody>
</table>

Automated Document, Preliminary Statement Part A
APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)
APPENDIX B

(If Applicable)

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

(Formed between the Parties)
APPENDIX C

APPLICANT’S WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ARMED FORCES CUSTOMER-GENERATOR AND THE GENERATING FACILITY IS AN ELIGIBLE RENEWABLE ELECTRICAL GENERATING FACILITY PURSUANT TO SECTION 2827(b)(4)(C) OF THE CALIFORNIA PUBLIC UTILITIES CODE

Armed Forces Applicant warrants that its eligible “Renewable Electrical Generating Facility” satisfies the conditions of California Public Utilities Code Section 2827(b)(4)(C)(ii), which states:

Unless prohibited by federal law, a renewable electrical generation facility shall not be eligible for net energy metering for privatized military housing pursuant to this subparagraph if the renewable electrical generation facility was procured using a sole source process. A renewable electrical generation facility procured using best value criteria, if otherwise eligible, may be used for net energy metering for privatized military housing pursuant to this subparagraph. For these purposes, “best value criteria” means a value determined by objective criteria and may include, but is not limited to, price, features, functions, and life-cycle costs.

Customer-Generator’s Initials __________
AT&T
Albion Power Company
Alcantar & Kahl LLP
Anderson & Poole
BART
Barkovich & Yap, Inc.
Bartle Wells Associates
Braun Blaising McLaughlin, P.C.
CENERGY POWER
CPUC
California Cotton Ginners & Growers Assn
California Energy Commission
California Public Utilities Commission
California State Association of Counties
Calpine
Casner, Steve
Center for Biological Diversity
City of Palo Alto
City of San Jose
Clean Power
Coast Economic Consulting
Commercial Energy
Cool Earth Solar, Inc.
County of Tehama - Department of Public Works
Crossborder Energy
Davis Wright Tremaine LLP
Day Carter Murphy
Defense Energy Support Center
Dept of General Services
Division of Ratepayer Advocates
Don Pickett & Associates, Inc.
Douglass & Liddell
Downey & Brand
Ellison Schneider & Harris LLP
G. A. Krause & Assoc.
GenOn Energy Inc.
GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz & Ritchie
Green Power Institute
Hanna & Morton
In House Energy
International Power Technology
 Interstate Gas Services, Inc.
Kelly Group
Leviton Manufacturing Co., Inc.
Linde
Los Angeles County Integrated Waste Management Task Force
Los Angeles Dept of Water & Power
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenna Long & Aldridge LLP
McKenzie & Associates
Modesto Irrigation District
Morgan Stanley
NLine Energy, Inc.
NRG Solar
Nexant, Inc.
ORA
Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company
Praxair
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
SCE
SDG&E and SoCalGas
SPURR
San Francisco Water Power and Sewer
Seattle City Light
Sempra Energy (Socal Gas)
Sempra Utilities
SoCalGas
Southern California Edison Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
Tiger Natural Gas, Inc.
TransCanada
Troutman Sanders LLP
Utility Cost Management
Utility Power Solutions
Utility Specialists
Verizon
Water and Energy Consulting
Wellhead Electric Company
Western Manufactured Housing Communities Association (WMA)
YEP Energy