December 8, 2015

Advisory Letter 4724-E

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

Subject: Deviations to the Filed Forms 79-978, and 79-992 Interconnection Agreements, to Implement the Provisions of SB 862 and Schedule NEM for the California Department of Corrections and Rehabilitation

Dear Mr. Jacobson:

Advice Letter 4724-E is effective October 16, 2015 per Resolution E-4753.

Sincerely,

Edward Randolph
Director, Energy Division
October 16, 2015

Advice 4724-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Deviations to the Filed Forms 79-978, and 79-992 Interconnection Agreements, to Implement the Provisions of Senate Bill 862 and Schedule NEM for the California Department of Corrections and Rehabilitation

Purpose

In accordance with General Order (GO) 96-B, General Rule Section 8.2.3 for Advice Letters for the California Government, PG&E submits this advice letter introducing three new deviated forms for the interconnection of generating facilities for the California Department of Corrections and Rehabilitation (CDCR) pursuant to Senate Bill (SB) 862, and Electric Schedule NEM and Electric Rule 21 as modified in Advice Letter (AL) 4617-E.¹

Background

On June 20, 2014, SB 862 was signed (Committee on Budget and Fiscal Review, 2014) into law. SB 862 among other changes, amended the definition of a NEM Eligible Customer-Generator to include provisions specifically for the CDCR in Section 2827(b)(4)(B) of the Public Utilities (PU) Code, allowing the CDCR to take NEM service with a renewable electrical generation technology, or combination of technologies, with a total generating capacity of not more than 8 megawatts (MW), as opposed to the regular 1 MW limit.

The statute also included new provisions for the CDCR related to:

(1) The timing allowed to study the impacts of the interconnection of a Renewable Electrical Generating Facility (CDCR Generating Facility) used by the CDCR with a capacity exceeding 1 MW; and

¹ Advice Letter 4617-E can be found at: http://www.pge.com/nots/rates/tariffs/tm2/pdf/ELEC_4617-E.pdf
(2) Cost responsibility for upgrades to the transmission and distribution system, if any, arising solely from such an interconnection request as identified the aforementioned study.

On April 16, 2015, after discussions with the CDCR, PG&E submitted AL 4617-E to implement the provisions of SB 862 in Electric Schedule NEM and Electric Rule 21.

AL 4617-E, approved May 16, 2015, provided that, as a NEM Eligible Customer-Generator, the CDCR should execute a NEM interconnection agreement when interconnecting CDCR Generating Facility under the provisions of SB 862. However, AL 4617-E anticipated that deviations would be needed to:

(i) Existing Filed Form 79-978 – *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other Than Facilities of 30 Kilowatts or Less* - to create the Customer Generation Agreement single party agreement, and to allow an alternate interconnection means for multi-party, producer arrangements, used in conjunction with Deviated Form 79-992; and

(ii) Existing Filed Form 79-992 – *Customer Generation Agreement (Third Party Generator on Premises Non-Exporting)* – to accompany the multi-party agreement Deviated Form 79-978.

**Tariff Revisions**

Deviation forms were created from the existing Filed Forms with the following changes:

I. **Single Party Agreement – Form 79-978B**

Deviation on Filed Form 79-978 – renamed: *Single Party Interconnection Agreement for Net Energy Metering Of Solar or Wind Electric Generating Facilities of More than 1,000 KW and Less Than 8,000 KW For The Use of The California Department of Corrections and Rehabilitations Only.*

- Makes generic edits;
- Adds language on distribution upgrades and network upgrades;
- Adds Milestones attachment.

II. **Multiparty Agreements**

**Host Agreement – Form 79-992A**

• Makes generic edits;
• Adds language acknowledging customer as NEM eligible host;
• Adds appendix for tracking each Producer Agreement;
• Adds language on assignment of liability.

**Producer Agreement – Form 79-978C**

Deviation on Filed Form 79-978 – renamed: *Multi-Party Producer Customer Generation Agreement (3rd Party Generator on Premises) – For Use by The California Department of Corrections and Rehabilitation Only*

• Adds changes for CDCR;
• Adds language on distribution upgrades and network upgrades;
• Adds limitations on liability section;
• Adds assignment of liability section;
• Adds milestone attachment.

**III. Schedule NEM Revisions**

Adds to Special Condition 8 references to the three new interconnection agreements.

The NEM tariff also refers to Form 79-974, the generation facility application form. However, PG&E’s generating facility interconnection application process will move online starting November 2, as described in pending Advice Letter 4718-E. Once implemented, the online application process for the California Department of Corrections and Rehabilitation will be online, as it will be for all NEM applicants, and the 79-974 will no longer be used. The NEM tariff will be updated to reflect this once AL 4718-E is approved.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than November 5, 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 the provision of GO 96-B, General Rule Section 8.2.3, become effective upon filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service 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)

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<th>Contact Person: Kingsley Cheng</th>
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<td>Phone #: (415) 973-5265</td>
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<td>☐ PLC ☐ HEAT ☐ WATER</td>
<td>E-mail: <a href="mailto:k2c0@pge.com">k2c0@pge.com</a> and <a href="mailto:PGETariffs@pge.com">PGETariffs@pge.com</a></td>
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**EXPLANATION OF UTILITY TYPE**

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

**Advice Letter (AL) #:** 4724-E  
**Tier:** 3

**Subject of AL:** Deviations to the Filed Forms 79-978, and 79-992 Interconnection Agreements, to Implement the Provisions of Senate Bill 862 and Schedule NEM for the California Department of Corrections and Rehabilitation

**Keywords (choose from CPUC listing):** Agreements, Metering

**AL filing type:** ☑ One-Time ☐ Monthly ☐ Quarterly ☐ Annual ☐ 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: **October 16, 2015**  
No. of tariff sheets: 6

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

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

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

**Tariff schedules affected:** Electric Schedule NEM and 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  
c/o Megan Lawson  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177  
E-mail: PGETariffs@pge.com
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ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

SPECIAL CONDITIONS:
(Cont’d.)

8. California Department of Corrections and Rehabilitation (CDCR)

“Eligible customer-generator” includes the Department of Corrections and Rehabilitation using a renewable electrical generation technology, or a combination of renewable electrical generation technologies, with a total capacity of not more than eight megawatts, that is located on the department’s owned, leased, or rented premises, and is interconnected and operates in parallel with the electrical grid, and is intended primarily to offset part or all of the facility’s own electrical requirements.

The amount of any wind generation exported to the electrical grid shall not exceed 1.35 megawatt at any time. CDCR Eligible Customer Generators are subject to Network and/or Distribution upgrade costs in accordance with Rule 21 Section D.13.e.

CDCR shall use Interconnection Application Form 79-974 to apply under this Special Condition. In addition to submitting the application, CDCR will notify PG&E at rule21gen@pge.com of the Generating Facility’s size, and if applicable, any allocation between NEM and non-NEM generation.

CDCR shall select one of the following:

(i) the Single Party Agreement - Single Party Interconnection Agreement for Net Energy Metering Of Solar or Wind Electric Generating Facilities of More than 1,000 KW and Less Than 8,000 KW For The Use of The California Department of Corrections and Rehabilitations Only (Deviated Form 79-978B; Or

(ii) the Multiparty Agreement s — Multi-party Host Customer Generation Agreement (3rd Party Generator on Premises) – for the Use of The California Department of Corrections and Rehabilitation Only; along with one or more of the following:

   Multi-party Producer Customer Generation Agreement (3rd Party Generator on Premises) – For Use by The California Department of Corrections and Rehabilitation Only,

9. Armed Forces

For the purposes of this section the Armed Forces includes the United States Army, Navy, Air Force, Marine Corps, and Coast Guard,

Eligible customer-generators pursuant to PUC 2827(b)(4)(C)(ii) shall include a base or facility” if it is an establishment under the jurisdiction of the Armed Forces, is an “eligible customer-generator” if the base or facility uses a renewable electrical generation facility, or a combination of those facilities, that:

(a) is located on premises owned, leased, or rented by the Armed Forces base or facility, and

(b) is interconnected and operates in parallel with the electrical grid,
9. Armed Forces (Cont'd.)

(c) is intended primarily to offset part or all of the base or facility’s own electrical requirements, and

(d) has a generating capacity that does not exceed the lesser of (i) 12 megawatts or (ii) one megawatt greater than the minimum load of the base or facility over the prior 36 months, and

(e) 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. Armed Forces applicant will need to attest to this using Form 79-978A.

Customer-generators meeting all of the above conditions will be referred to as Armed Forces customer generators.

Armed Forces customer generators shall use the Application and Interconnection Form 79-974 to apply under this Special Condition. In addition to submitting the application form, Armed Forces will notify PG&E at rule21gen@pge.com of the Generating Facility’s size, and if applicable, any allocation between NEM and non-NEM generation.
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*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.
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MAPS, CONTRACTS AND DEVIATIONS

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<td>Lassen Municipal Utility District/Surprise Valley</td>
<td>Sacramento Municipal Utility District</td>
<td>Modesto Irrigation/Turlock Irrigation District</td>
<td>SoCalEdison</td>
<td>Palo Alto</td>
<td>Redding</td>
<td>Healdsburg</td>
<td>Lompoc</td>
<td>Gridley</td>
<td>Presidio of Monterey, Monterey County</td>
</tr>
</tbody>
</table>

#### LIST OF CONTRACTS AND DEVIATIONS

13819, 13794, 21541, 35042, 12000, 12001, 13672, 12003, 19350, 11435, 12004, 20977, 19351, 12006, 21635, 21636, 29591, 34524, 11191, 12010, 11193, 11194, 11195, 12969, 31155, 12012, 29592, 33251, 29670, 13296, 12955, 19353, 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, 16898, 11227-E, 35706, (T)
Attachment 2

Clean and Redlined Form 79-978B

Single Party Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of More Than 1,000 kW and Less Than 8,000 kW

(For Use by the California Department of Corrections and Rehabilitation)
This Single Party Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities (Agreement) is entered into by and between the California Department of Corrections and Rehabilitation, a government agency under the jurisdiction of the State of California (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).
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>
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<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</th>
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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 18 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 11 below to the other Party of Customer-Generator’s or PG&E’s intent to terminate this Agreement.

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

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E’s ability or obligation to perform PG&E’s duties under this Agreement; or,
(b) Customer-Generator fails to take all corrective actions specified in PG&E’s Notice that Customer-Generator’s Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
(c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator’s apparent abandonment of the Generating Facility affirming Customer-Generator’s intent and ability to continue to operate the Generating Facility; or,
(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.

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

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

6. GENERATING FACILITY REQUIREMENTS

6.1 Customer-Generator’s Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as 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 (b)(4)(B)(ii).

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.
8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

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

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

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

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

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

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

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

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

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

The insurance shall, by endorsement:

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

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

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

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

9.3 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

10. **INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS**

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney’s fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. **NOTICES**

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

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

Customer-Generator Name: _____________________________

Address: _____________________________________________

City: ________________________________________________

Phone: (_____ ) ________________________________

FAX: (_____ ) ________________________________

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

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

12. REVIEW OF RECORDS AND DATA

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

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

13. ASSIGNMENT

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

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E’s TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission’s rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

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

CUSTOMER-GENERATOR'S NAME  PACIFIC GAS AND ELECTRIC COMPANY

By: ___________________________  By: ___________________________

Name: ___________________________  Name: ___________________________

Title: ___________________________  Title: Electric Generation Interconnection

Date: ___________________________  Date: ___________________________
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

Milestones

In-Service Date: ________________

Critical milestones and responsibility as agreed to by the Parties:

<table>
<thead>
<tr>
<th>Milestone/Date</th>
<th>Responsible Party</th>
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Agreed to by:

For PG&E: ________________________ Date: ________________

For the Producer: _____________________ Date: _______________
This Single Party Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less (Agreement)\(^1\) is entered into by and between _____________________________________________________ the California Department of Corrections and Rehabilitation, a government agency under the jurisdiction of the State of California (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).

\(^1\) Additional forms are available on PG&E’s website at [http://www.pge.com/gen](http://www.pge.com/gen).
Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of More Than 1,000 KW or Less, Other Than Facilities of 308,000 KW or Less

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

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.)

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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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.
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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.

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

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 (b)(4)(B)(ii).

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.
8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

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

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

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

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

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

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

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

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

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

The insurance shall, by endorsement:

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

(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.
If Customer-Generator’s Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator’s written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.39.2 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.

9.49.3 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

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney’s fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

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

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, Other Than Facilities of 308,000 KW or Less

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

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

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

12. REVIEW OF RECORDS AND DATA

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

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

13. ASSIGNMENT

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

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

18. SIGNATURES

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

CUSTOMER-GENERATOR’S NAME    PACIFIC GAS AND ELECTRIC COMPANY

By: ___________________________    By: ___________________________

Name: ___________________________    Name: ___________________________
Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of More Than 1,000 KW and Less, Other Than Facilities of 308,000 KW or Less

Title: ___________________________ Title: Manager - Generation Interconnection Services

Date: ___________________________ Date: ___________________________
APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)
Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of More Than 1,000 KW or and Less, Other Than Facilities of 308,000 KW or Less

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)
In-Service Date: ___________________

Critical milestones and responsibility as agreed to by the Parties:

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

For PG&E: __________________________    Date: ______________

For the Producer: ____________________    Date: ______________
Attachment 3

Clean and Redlined Form 79-978C

Multi-Party Producer Customer Generation Agreement
(3rd Part Generator on Premises)

(For Use by the California Department of Corrections
and Rehabilitation)
MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT
(3\textsuperscript{rd} PARTY GENERATOR ON PREMISES)
- FOR USE BY THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

This Multi-Party Producer Customer Generation Agreement (3\textsuperscript{rd} Party Generator on Premises) (Agreement)\(^1\) is entered into by and between (Producer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement, in conjunction with the Customer Generation Agreement identified in Section 1.2 below and any other Producer Agreements effective under the same Customer Generator Agreement (this Producer and other Producers under the same Customer Generator Agreement collectively referred to as “CDCR Producers”), provides for Producer 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 Producer’s Generating Facility. Producer’s Generating Facility, along with the Generating Facilities of the other CDCR Producers, is intended primarily to offset part or all of the Customer’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 Producer’s Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities of Producer’s different than those described.

1.2 The Generating Facility shall be interconnected with PG&E’s Distribution System consistent with, and pursuant to, the Multi-Party Host Customer Generation Agreement (3\textsuperscript{rd} Party Generator on Premises) (“Customer Generation Agreement”) between PG&E and the California Department of Corrections and Rehabilitation (“CDCR” or “Customer”), dated ________________________.

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

\(^1\) Additional forms are available on PG&E’s website at http://www.pge.com/gen).
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, is attached to and made a part of this Agreement. (This description is supplied by Producer as Appendix A).

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

2.3 CDCR’s electric service agreement ID number: _______________ (Assigned by PG&E).

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.)

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<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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2.6 CDCR’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.

---

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.
Appendix A  Description of Generating Facility and Single-Line Diagram which may include the diagrams of the other CDCR Producers (Supplied by Customer).

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

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’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

CDCR initially selects Pacific Gas and Electric Company’s electric rate schedule referenced in the Customer Generation Agreement as its otherwise-applicable rate schedule.

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 of Customer 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 Producer 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 any other Producer Agreement(s) effective under the same Customer Generator 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 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 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; or,

(d) Producer’s Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.

(e) Producer fails to pay Producer’s Portion of the PG&E Claim as required by Section 10.2.

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 Producer’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 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 6.1, 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.

6.3 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Notwithstanding Section 6.4 below, such approval shall normally be provided no later than the prudent but necessary time as mutually agreed to in writing by PG&E, CDCR, and the Producer using Appendix C of this Agreement to study the impacts of the Interconnection Request and provide an itemization of unit cost for any Interconnection Facilities, Distribution Upgrades, and Transmission Upgrades following PG&E’s receipt of 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 and a completed Expanded Net Energy Metering (NEM) Supplemental Application (Form 79-998). In the event that PG&E, CDCR, and the Producer are unable to mutually agree upon this prudent but necessary study time, the study time shall then be determined by the executive director of the Commission and documented in Appendix C of this Agreement. 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.

6.4 If the study identified pursuant to Section 6.3 above 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 and CDCR shall work together to attempt to size the Generating Facility such that the Interconnection Request avoids or minimizes, the need for upgrades to PG&E’s Distribution and/or Transmission System and/or employ other technical solutions, where feasible as mutually agreed upon between PG&E and CDCR, to mitigate the need for upgrades (and the associated costs). Any identified mitigations may require a restudy or further study for which the timeframes and processes shall be mutually determined and agreed to by PG&E and CDCR. In the event that PG&E and CDCR are unable to mutually agree, any additional study time shall be determined pursuant to Section 6.3 and documented in Appendix C of this Agreement. PG&E shall be afforded the time necessary to complete those upgrades before issuing written approval allowing the Producer to operate the Generating Facility. Costs for those upgrades and any necessary Interconnection Facilities shall be borne by the Producer, pursuant to the terms and conditions outlined in Sections 7, 8 and 9 as well as Appendix B of this Agreement.

7. INTERCONNECTION FACILITIES

7.1 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.

7.2 Producer shall be responsible for its share of the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Producer 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, 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. These costs may be shared with other CDCR Producers under this Agreement as determined by CDCR. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

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 Producer agree, the Producer may construct Distribution Upgrades that are located on land owned by CDCR to which the
Generating Facility is connected, provided such action is expressly authorized in writing by CDCR. The cost of the Distribution Upgrades, including overheads, shall be borne by the Producer as provided in Public Utilities Code Section 2827 (b)(4)(B)(ii).

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, 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 Distribution Upgrades. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

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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 Producer agree, the Producer may construct Network Upgrades that are located on land owned by the Customer to which the Generating Facility is connected, provided such action is expressly authorized in writing by CDCR. The cost of the Network Upgrades, including overheads, shall be borne by the Producer as provided in Public Utilities Code Section 2827 (b)(4)(B)(ii).

9.3 If the provisions of PG&E’s Electric Rule 21, CAISO Tariff, 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. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

10. LIMITATION OF LIABILITY

10.1 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.

10.2 CDCR shall determine proportionate and/or total liability and fault for each CDCR Producer included under the Customer Generation Agreement identified in Section 1.2. Notwithstanding the provisions of Section 10.1, in the event that a CDCR Producer (including this Producer) causes any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees to PG&E relating to or arising from any act or omission in its performance of this Agreement (“PG&E Claim”), CDCR in
conjunction with the CDCR Producers shall determine fault and total liability and/or proportionate liability and fault for each CDCR Producer included under the Customer Generation Agreement identified in Section 1.2. Upon receipt of CDCR’s determination, PG&E shall invoice the Producer(s) for the amount required per this Section and Producer shall make payment to PG&E within 30 calendar days of issuance of the invoice. If Producer fails to make payment within the specified time, this agreement will be subject to Section 5.2.e above. In the event that CDCR has not determined the proportionate liability for each CDCR Producer, per 10.2, within 6 months of PG&E’s issuance of a claim, then the Producer’s proportionate share of liability will be determined per Section 10.3.

10.3 Notwithstanding the provisions of Section 10.1, in the event that a CDCR Producer (including this Producer) causes any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees to PG&E relating to or arising from any act or omission in its performance of this Agreement (“PG&E Claim”) and CDCR has not determined the proportion and/or total liability and fault within 6 months as specified in Section 10.2, then this Producer shall be liable to PG&E for a portion of such PG&E Claim, without regard to the cause or causes related thereto, including the negligence of any Party or other CDCR Producer, whether such negligence be sole, joint or concurrent, or active or passive. Producer’s proportion of the liability to PG&E for the PG&E Claim shall equal its proportion of the total generation nameplate capacity (kW) of all CDCR Producers under the Customer Generation Agreement identified in Section 1.2 (“Producer’s Portion”). PG&E shall invoice the Producer for the amount required per this Section and Producer shall make payment to PG&E within 30 calendar days of issuance of the invoice. If Producer fails to make payment within the specified time, this agreement will be subject to Section 5.2.e above.

10.4 In the event that the Producer shall cease operating its Generating Facility for an extended period of time, the Producer shall notify both CDCR and PG&E immediately regarding the start date and duration of non-operation. If, during this period of non-operation, an event occurs subject to Section 10.2 above and Producer can prove that PG&E and CDCR were notified of non-operation prior to the event, the Producer’s Portion may be set to zero (0) percent for the triggering event upon mutual agreement between CDCR and PG&E.

11. INSURANCE

11.1 In connection with Producer’s performance of its duties and obligations under this Agreement, Producer shall name PG&E as an additional insured on any general liability insurance policies that CDCR requires of Producer for Producer’s Generating Facility, so long as such policies in the aggregate meet the minimum requirements as set forth in this Section 11. In any event, 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
(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.

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.”

11.2 The general liability insurance required in Section 11.1 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.

11.3 Evidence of the insurance required in Section 11.2 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.

11.4 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.

11.5 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 11.1 through 11.4:

(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 11.1.

(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 11.1.

11.6 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
12. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

If to Producer:
Producer 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 Producer'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 Producer’s Generating Facility or its interconnection to PG&E.

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

15. 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.

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 along with the governing Customer Generation Agreement identified in Section 1.2 and other agreements associated with the Customer Generation 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.

PRODUCER’S NAME | PACIFIC GAS AND ELECTRIC COMPANY

By: ___________________________ | By: ___________________________
Name: __________________________ | Name: __________________________
Title: __________________________ | Title: __________________________
Date: __________________________ | Date: __________________________
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

Milestones

Estimated In-Service Date: ___________________

Critical milestones and responsibility as agreed to by the Parties:

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<tr>
<th>Milestone/Date</th>
<th>Responsible Party</th>
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PG&E shall use Reasonable Efforts as per Section D.14 of PG&E’s Rule 21 to meet the particular timelines above. Any study timelines included in the table above are done so per Section 6.3 of the Agreement. In the event PG&E is not able to meet a particular timeline set forth above, PG&E shall notify the Producer and CDCR as soon as practicable and provide an estimated completion date with an explanation of the reasons why additional time is needed.

Agreed to by:

For PG&E: __________________________ Date: ______________

For the CDCR: ________________________ Date: ______________

For the Producer: ________________________ Date: ______________
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

PG&E Log No. ________________
Account # __________________
Order # ___________________

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)
- FOR USE BY THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

This Interconnection Multi-Party Producer Customer Generation Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less (3rd Party Generator on Premises) (Agreement) is entered into by and between

_____________________________________________________ (Customer-GeneratorProducer),

and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-GeneratorProducer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator, in conjunction with the Customer Generation Agreement identified in Section 1.2 below and any other Producer Agreements effective under the same Customer Generator Agreement (this Producer and other Producers under the same Customer Generator Agreement collectively referred to as “CDCR Producers”), provides for Producer 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, along with the Generating Facilities of the other CDCR Producers, 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 of Producer’s different than those described.

1 Additional forms are available on PG&E’s website at http://www.pge.com/gen).
The Generating Facility shall be interconnected with PG&E’s Distribution System consistent with, and pursuant to, the Multi-Party Host Customer Generation Agreement (3rd Party Generator on Premises) (“Customer Generation Agreement”) between PG&E and the California Department of Corrections and Rehabilitation (“CDCR” or “Customer”), dated .

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 CDCR’s electric service agreement ID number: __________________ (Assigned by PG&E).

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>
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<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</th>
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² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.
Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less

PACIFIC GAS AND ELECTRIC COMPANY

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)

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

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

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

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 which may include the diagrams of the other CDCR Producers (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

   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 Customer Generation Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed...
5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 4820 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 of Customer 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 4413 below to the other Party of Customer-Generator’s or PG&E’s intent to terminate this Agreement.

5.2 Customer-GeneratorProducer 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-GeneratorProducer fails to take all corrective actions specified in PG&E’s Notice that Customer-GeneratorProducer’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-GeneratorProducer 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-GeneratorProducer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-GeneratorProducer’s apparent abandonment of the Generating Facility affirming Customer-GeneratorProducer’s intent and ability to continue to operate the Generating Facility; or,
(d) Customer-GeneratorProducer’s Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
(e) Producer fails to pay Producer’s Portion of the PG&E Claim as required by Section 10.2.

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 Producer'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-GeneratorProducer 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-GeneratorProducer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Producer's Generating Facility.

6.3 Customer-GeneratorProducer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such Notwithstanding Section 6.4 below, such approval shall normally be provided no later than thirty (30) business days the prudent but necessary time as mutually agreed to in writing by PG&E, CDCR, and the Producer using Appendix C of this Agreement to study the impacts of the Interconnection Request and provide an itemization of unit cost for any Interconnection Facilities, Distribution Upgrades, and Transmission Upgrades following PG&E's receipt of: (1) a completed Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (between 30 kw and 1,000 kw) (Form 79-974), including all supporting documents and payments as described in the Application; (2) and a completed Expanded Net Energy Metering (NEM) Supplemental Application (Form 79-998); (3) a signed and completed Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less (Form 79-978); (4) In the event that PG&E, CDCR, and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over Producer are unable to mutually agree upon this prudent but necessary study time, the Generating Facility. Such approval study time shall not then be unreasonably withheld determined by the executive director of the Commission and documented in Appendix C of this Agreement. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-GeneratorProducer shall notify PG&E at least five (5) business days prior to the initial testing.

6.4 If the study identified pursuant to Section 6.3 above 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 and CDCR shall work together to attempt to size the Generating Facility such that the Interconnection Request avoids or minimizes the need for upgrades to PG&E's Distribution and/or Transmission System and/or employ other technical solutions, where feasible as mutually agreed upon between PG&E and CDCR, to mitigate the need for upgrades (and the associated costs). Any identified mitigations may require a restudy or further study for which the timeframes and processes shall be mutually determined and agreed to by PG&E and CDCR. In the event that PG&E and CDCR are unable to mutually agree, any additional study time shall be determined pursuant to Section 6.3 and documented in Appendix C of this Agreement. PG&E shall be afforded the time necessary to complete those upgrades before issuing written approval allowing the Producer to operate the Generating Facility. Costs for those upgrades and any necessary Interconnection Facilities shall be borne by the Producer, pursuant to the terms and conditions outlined in Sections 7, 8 and 9 as well as Appendix B of this Agreement.

7. INTERCONNECTION FACILITIES

7.1 Customer-GeneratorProducer 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'sProducer's Generating Facility.

7.2 Customer-GeneratorProducer shall be solely responsible for its share of the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-GeneratorProducer 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-GeneratorProducer 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. These costs may be shared with other CDCR Producers under this Agreement as determined by CDCR. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

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 Producer agree, the Producer may construct Distribution Upgrades that are located on land owned by CDCR to which the Generating Facility is connected, provided such action is expressly authorized in writing by CDCR. The cost of the Distribution Upgrades, including overheads, shall
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

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be borne by the Producer as provided in Public Utilities Code Section 2827 (b)(4)(B)(ii).

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, 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 Distribution Upgrades. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

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 Producer agree, the Producer may construct Network Upgrades that are located on land owned by the Customer to which the Generating Facility is connected, provided such action is expressly authorized in writing by CDCR. The cost of the Network Upgrades, including overheads, shall be borne by the Producer as provided in Public Utilities Code Section 2827 (b)(4)(B)(ii).

9.3 If the provisions of PG&E’s Electric Rule 21, CAISO Tariff, 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. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

10. LIMITATION OF LIABILITY

10.1 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.

10.2 CDCR shall determine proportionate and/or total liability and fault for each CDCR Producer included under the Customer Generation Agreement identified in Section 1.2. Notwithstanding the provisions of Section 10.1, in the event that a CDCR Producer (including this Producer) causes any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees to PG&E relating to or arising from any
Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less
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MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)

act or omission in its performance of this Agreement (“PG&E Claim”), CDCR in conjunction with the CDCR Producers shall determine fault and total liability and/or proportionate liability and fault for each CDCR Producer included under the Customer Generation Agreement identified in Section 1.2. Upon receipt of CDCR’s determination, PG&E shall invoice the Producer(s) for the amount required per this Section and Producer shall make payment to PG&E within 30 calendar days of issuance of the invoice. If Producer fails to make payment within the specified time, this agreement will be subject to Section 5.2.e above. In the event that CDCR has not determined the proportionate liability for each CDCR Producer, per 10.2, within 6 months of PG&E’s issuance of a claim, then the Producer’s proportionate share of liability will be determined per Section 10.3.

10.3 Notwithstanding the provisions of Section 10.1, in the event that a CDCR Producer (including this Producer) causes any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees to PG&E relating to or arising from any act or omission in its performance of this Agreement (“PG&E Claim”) and CDCR has not determined the proportion and/or total liability and fault within 6 months as specified in Section 10.2, then this Producer shall be liable to PG&E for a portion of such PG&E Claim, without regard to the cause or causes related thereto, including the negligence of any Party or other CDCR Producer, whether such negligence be sole, joint or concurrent, or active or passive. Producer’s proportion of the liability to PG&E for the PG&E Claim shall equal its proportion of the total generation nameplate capacity (kW) of all CDCR Producers under the Customer Generation Agreement identified in Section 1.2 (“Producer’s Portion”). PG&E shall invoice the Producer for the amount required per this Section and Producer shall make payment to PG&E within 30 calendar days of issuance of the invoice. If Producer fails to make payment within the specified time, this agreement will be subject to Section 5.2.e above.

10.4 In the event that the Producer shall cease operating its Generating Facility for an extended period of time, the Producer shall notify both CDCR and PG&E immediately regarding the start date and duration of non-operation. If, during this period of non-operation, an event occurs subject to Section 10.2 above and Producer can prove that PG&E and CDCR were notified of non-operation prior to the event, the Producer’s Portion may be set to zero (0) percent for the triggering event upon mutual agreement between CDCR and PG&E.

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. 11.1 In connection with Producer’s performance of its duties and obligations under this Agreement, Producer shall name PG&E as an additional insured on any general liability insurance policies that CDCR requires of Producer for Producer’s Generating Facility, so long as such policies in the aggregate meet the minimum requirements as set forth in this Section 11. In any event, 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.

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.”

11.2 The general liability insurance required in Section 11.1 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 days’ notice prior to cancellation, termination, alteration, or material change of such insurance.

11.3 Evidence of the insurance required in Section 11.2 shall state PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

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

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

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

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

(c) Five hundred thousand dollars ($500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less

PACIFIC GAS AND ELECTRIC COMPANY

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)

(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;

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

11.4 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.

(c) Contain a severability of interest clause or cross liability clause.

9.2 If Customer-Generator’s Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator’s written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

Customer-Generator may self-insure

11.5 If Producer is self-insured with an established record of self-insurance, Producer may comply with approval from the following in lieu of Sections 11.1 through 11.4:

(a) Producer shall provide to PG&E—Evidence of, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure, at least thirty (30) calendar days’ prior to operations shall be submitted— to a level of coverage equivalent to that required under Section 11.1.

(b) If Customer-Generator Producer ceases to self-insure to the level required hereunder, or if Customer-Generator Producer is unable to provide continuing evidence of Customer-Generator’s Producer’s ability to self-insure, Customer-Generator Producer agrees to immediately obtain the coverage required under agreement Section 11.1.

11.6 All required insurance certificates, endorsements or letters 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
1012. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

1012.1 If Customer-GeneratorProducer fails to comply with the insurance provisions of this Agreement, Customer-GeneratorProducer shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-GeneratorProducer complied with all such insurance provisions. The inclusion of this Section 1012.1 is not intended to create any expressed or implied right in Customer-GeneratorProducer to elect not to provide any such required insurance.

1012.2 The provisions of this Section 1012 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.

4113. NOTICES

4113.1 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

If to Customer-GeneratorProducer:
Customer-GeneratorProducer Name:
________________________________________
Address: ________________________________________
City: ____________________________________________
Phone: (____) ____________________________________
FAX: (____) ____________________________________

4113.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 4113.1.

4113.3 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.

### 4214. REVIEW OF RECORDS AND DATA

4214.1 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.

4214.2 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 or required, from time to time pursuant to the CEC’s rules and regulations.

### 4315. 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.

### 4416. 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.

### 4517. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E’s TARIFF SCHEDULES AND RULES

4517.1 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.
1517.2 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.

1517.3 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.

1517.4 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.

1618. AMENDMENT AND MODIFICATION

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

1719. ENTIRE AGREEMENT

This Agreement along with the governing Customer Generation Agreement identified in Section 1.2 and other agreements associated with the Customer Generation 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.

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<tr>
<th>CUSTOMER-GENERATOR’S NAME</th>
<th>PACIFIC GAS AND ELECTRIC COMPANY</th>
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By: ____________________________  By: ____________________________
Name: __________________________
Title: __________________________
Date: ____________________________
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS PACIFIC GAS AND ELECTRIC COMPANY

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)
Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less
PACIFIC GAS AND ELECTRIC COMPANY

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)

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

Milestones

Estimated In-Service Date: ___________________

Critical milestones and responsibility as agreed to by the Parties:

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<tr>
<th>Milestone/Date</th>
<th>Responsible Party</th>
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PG&E shall use Reasonable Efforts as per Section D.14 of PG&E’s Rule 21 to meet the particular timelines above. Any study timelines included in the table above are done so per Section 6.3 of the Agreement. In the event PG&E is not able to meet a particular timeline set forth above, PG&E shall notify the Producer and CDCR as soon as practicable and provide an estimated completion date with an explanation of the reasons why additional time is needed.

Agreed to by:

For PG&E: __________________________ Date: ______________

For the CDCR: ________________________ Date: ______________

For the Producer: ____________________ Date: ______________
Attachment 4

Clean and Redlined Form 79-992A

Multi-Party Host Customer Generation Agreement
(3rd Party Generator on Premises)

(For Use by the California Department of Corrections and Rehabilitation)
This Multi-Party Host Customer Generation Agreement (3rd Party Generator on Premises) (Agreement) is entered into by and between the California Department of Corrections and Rehabilitation, a government agency under the jurisdiction of the State of California (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 any Multi-Party Producer Customer Generation Agreement (3rd Party Generator On Premises),[“Producer Agreement”] identified in Appendix A and attached as an Appendix to this Agreement with the form of such Producer Agreement attached as Appendix C, allows each of the Producer(s) (as identified in Appendix A) to utilize Customer’s electrical facilities to interconnect and operate its respective Generating Facility in parallel with PG&E’s Distribution System. The purpose of the Generating Facilities of these Producers (collectively referred to as “CDCR Producers”) is to serve the Customer’s electrical loads pursuant to the provisions of PG&E’s NEM tariffs 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 Facilities of the CDCR Producers interconnect with PG&E’s Distribution System is:

Name: ________________________________________
Address: ________________________________________
City/Zip Code: ____________________________________

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

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

3.1 Customer, as the NEM eligible [Customer-Generator] pursuant to Public Utilities Code Section 2827, acknowledges that it has authorized each of the Generating Facilities
referenced in Appendix A to be installed and operated by the respective CDCR Producer in accordance with PG&E’s Electric Rule 21 and NEM tariffs on or adjacent to Customer’s premises. Such Generating Facilities 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 for the purposes of receiving service pursuant to PG&E’s NEM tariffs. Customer shall be solely responsible for the terms of any agreement between it and each of the CDCR Producers.

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 any CDCR Producer.

3.3 Customer acknowledges each of the Generating Facilities shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E’s Electric Rule 21 and NEM tariffs, and any other regulations and laws governing the interconnection of each of the Generating Facilities. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of each of the Generating Facilities including, but not limited to the provisions of PG&E’s NEM tariffs and cost responsibility for applicable Interconnection Facilities and Distribution and/or Network Upgrades as outlined in Appendix B as well as PG&E’s Electric Rule 2, and that the performance or lack of performance of the Generating Facilities may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Customer also acknowledges that it has been made aware of exemptions/exceptions allowed in PG&E’s Electric Schedules S and E-DCG. 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 a CDCR Producer failing to operate its respective 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 Rule 21 and Customer’s Otherwise Applicable Tariffs (OAT).

3.5 Customer shall make the Generating Facilities reasonably accessible to PG&E’s personnel, contractors or agents to perform PG&E’s duties under Electric Rule 21.

3.6 Customer initially selects Pacific Gas and Electric Company’s electric rate schedule referenced in Section 2.2 of this Agreement as its otherwise-applicable rate schedule. Customer understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

3.7 In connection with a CDCR Producer’s Producer Agreement, Customer shall provide to each CDCR Producer the then most current version of the Single-Line Diagram which includes all of the CDCR Producers’ Generating Facilities for a CDCR Producer to indicate its Generating Facility within such diagram. The revised Single-Line Diagram including all existing and proposed Generating Facilities shall then be submitted to PG&E along with the new Interconnection Request.
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 day following the date the Producer Agreements for the CDCR Producers are all terminated, unless the responsibility for such Producer Agreements is assigned to or replaced by subsequent Producer(s). The Parties shall cooperate in obtaining an assignment or replacement agreements, as applicable.

(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 the Producer Agreements with the CDCR Producers as identified in Appendix A; 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 any of the Producer Agreements between a CDCR 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: Pacific Gas and Electric Company
Attention: Electric Generating Interconnection- Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer: California Department of Corrections and Rehabilitation
Attention: _______________________
Address: _______________________
City: _______________________
Phone: (___)__________________
FAX: (___)__________________

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 Facilities, including Customer's name and location, and the size, location and operational characteristics of the Generating Facilities, as may be requested or required from time to time pursuant to the CEC's or Commission's rules and regulations.

In addition, by signing this agreement, Customer agrees that PG&E may provide usage and billing information to any CDCR Producer under this agreement to facilitate a CDCR Producer's interconnection with Customer's facilities and operation of its respective Generating Facility during the term of this Agreement.

8. ASSIGNMENT

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(s) of the CDCR Producers, 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(s), 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.

CALIFORNIA DEPARTMENT OF CORECTIONS AND REHABILITATION

Signature: ____________________________
Name: ________________________________
Title: _________________________________
Date: _________________________________

PACIFIC GAS AND ELECTRIC COMPANY

Signature: ____________________________
Name: ________________________________
Title: _________________________________
Date: _________________________________
This Appendix to the Customer Generation Agreement shall list each Producer Agreement between a CDCR Producer and PG&E for a Generating Facility intended primarily to offset part or all of the Customer’s own electrical requirements. This Appendix A shall also set forth the nominal Producer’s Portion (as defined in the Producer Agreement) for each Producer.

1. [insert name of Producer] Producer Agreement

The Generating Facility shall be Interconnected with PG&E’s Distribution System pursuant to the Multi-Party Producer Customer Generation Agreement (3rd Party Generator On Premises) between PG&E and ________________________________, its successors or assigns (Producer) dated ________________________________ (Producer Agreement).

Producer’s Total Nameplate Generation (kW): ______

Producer’s Portion (as defined in the Producer Agreement): _____%

Producer’s contact information:

Name: ________________________________________
Address: ______________________________________
City/Zip Code: __________________________________

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

PRODUCER_________________________ PACIFIC GAS AND ELECTRIC COMPANY

Signature: ___________________________ Signature: ___________________________

Name: ______________________________ Name: ______________________________

Title: ______________________________ Title: ______________________________

Date: ______________________________ Date: ______________________________
MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT  
(3rd PARTY GENERATOR ON PREMISES)

Producer Agreement #: __________

The Generating Facility shall be Interconnected with PG&E’s Distribution System pursuant to the Multi-Party Producer Customer Generation Agreement (3rd Party Generator On Premises) between PG&E and ______________________________, its successors or assigns (Producer) dated ______________________________ (Producer Agreement).

Producer Total Nameplate Generation (kW): ______

Producer’s Portion (as defined in the Producer Agreement): ____%

Producer’s contact information:

   Name: ________________________________________
   Address: ______________________________________
   City/Zip Code: _________________________________

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

PRODUCER_____________________________  PACIFIC GAS AND ELECTRIC COMPANY

Signature: ________________________________  Signature: ________________________________

Name: ____________________________________  Name: ____________________________________

Title: _____________________________________  Title: _____________________________________

Date: _____________________________________  Date: _____________________________________
This Appendix serves as the final notification and approval of the nominal Producer’s Portions for the CDCR Producers listed in Appendix A by the California Department of Corrections and Rehabilitation.

| Producer #1: ________________________________ | Producer’s Portion: _____% |
| Producer #2: ________________________________ | Producer’s Portion: _____% |
| Producer #3: ________________________________ | Producer’s Portion: _____% |

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.

<table>
<thead>
<tr>
<th>CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION</th>
<th>PACIFIC GAS AND ELECTRIC COMPANY</th>
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APPENDIX C

Multi-Party Producer Customer
Generation Agreement
(3rd Party Generator On Premises)

BETWEEN

PRODUCER AND PACIFIC GAS AND ELECTRIC COMPANY

AND

THE CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION
This Multi-Party Host Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) (Agreement) is entered into by and between ____________________________________________, the California Department of Corrections and Rehabilitation, a ___________________________ ____________ government agency under the jurisdiction of the State of California, (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 any Multi-Party Producer Customer Generation Agreement (3rd Party Non-Exporting) (Form 79-989),Generator On Premises, (“Producer Agreement”), identified in Section 2.2 Appendix A and attached as Appendix A, Appendix to this Agreement with the form of such Producer Agreement attached as Appendix C, allows each of the Producer(s) (as identified in Section 2.2 Appendix A) to utilize Customer’s electrical facilities to interconnect and operate its respective Generating Facility in parallel with PG&E’s Distribution System. The purpose of the Generating Facility Facilities of these Producers (collectively referred to as “CDCR Producers”) is to serve the Customer’s electrical loads pursuant to the provisions of PG&E’s NEM tariffs 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 Facilities of the CDCR Producers interconnect with PG&E’s Distribution System is:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)

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) dated ______________________________ (Producer Agreement).

Name: ________________________________________
Address: ______________________________________
City/Zip Code: __________________________________

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

Producer’s contact information:
________________________________________
________________________________________
________________________________________

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

3.1 Customer, as the NEM eligible [Customer-Generator] pursuant to Public Utilities Code Section 2827, acknowledges that it has authorized each of the Generating Facility Facilities referenced in Appendix A to be installed and operated by the respective CDCR Producer in accordance with PG&E’s Electric Rule 21 and NEM tariffs on or adjacent to Customer’s premises. Such Generating Facility Facilities 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 for the purposes of receiving service pursuant to PG&E’s NEM tariffs. Customer shall be solely responsible for the terms of any agreement between it and each of the CDCR Producers.

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 any CDCR Producer.
3.3 Customer acknowledges each of the Generating FacilityFacilities shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E’s Electric Rule 21 and NEM tariffs, and any other regulations and laws governing the interconnection of each of the Generating FacilityFacilities. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of each of the Generating FacilityFacilities including, but not limited to Standby Tariff, Preliminary Statement “BB” Non-Bypassable Charges Tariff, and the provisions of PG&E’s NEM tariffs and cost responsibility for applicable Interconnection Facilities and Distribution and/or Network Upgrades as outlined in Appendix B as well as PG&E’s Electric Rule 2, and that the performance or lack of performance of the Generating FacilityFacilities may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Customer also acknowledges that it has been made aware of exemptions/exceptions allowed in PG&E’s Electric Schedules S and E-DCG. 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 a CDCR Producer failing to operate its respective 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, Rule 21 and Customer’s Otherwise Applicable Tariffs (OAT).

3.5 Customer shall make the Generating FacilityFacilities reasonably accessible to PG&E’s personnel, contractors or agents to perform PG&E’s duties under Electric Rule 21.

3.6 Customer initially selects Pacific Gas and Electric Company’s electric rate schedule referenced in Section 2.2 of this Agreement as its otherwise-applicable rate schedule. Customer understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

3.7 In connection with a CDCR Producer’s Producer Agreement, Customer shall provide to each CDCR Producer the then most current version of the Single-Line Diagram which includes all of the CDCR Producers’ Generating Facilities for a CDCR Producer to indicate its Generating Facility within such diagram. The revised Single-Line Diagram including all existing and proposed Generating Facilities shall then be submitted to PG&E along with the new Interconnection Request.
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(s) for the CDCR Producers are all terminated, unless the responsibility for such Producer Agreement(s) is assigned to or replaced by a subsequent Producer. The Parties shall cooperate in obtaining an assignment or replacement agreements, as applicable.

(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 the Producer Agreements with the CDCR Producers as identified in Appendix A; 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 any of the Producer Agreement between a CDCR 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: Pacific Gas and Electric Company
Attention: Generation Electric Generating Interconnection Services-Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer: _________________________________California Department of Corrections and Rehabilitation
Attention: _________________________________
Address: _________________________________
City: _________________________________
Phone: ( ___ ) ________________
FAX: ( ___ ) ________________

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 Facilities, including Customer’s name and location, and the size, location and operational characteristics of the Generating Facilities, as may be requested or required from time to time pursuant to the CEC’s or Commission’s rules and regulations.

In addition, by signing this agreement, Customer agrees that PG&E may provide usage and billing information to any CDCR Producer under this agreement to facilitate a CDCR Producer’s interconnection with Customer’s facilities and operation of its respective Generating Facility during the term of this Agreement.

8. ASSIGNMENT

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(s) of the CDCR Producers, 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(s), or in the incorporated tariffs.
PACIFIC GAS AND ELECTRIC COMPANY

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

MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)

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.

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

PACIFIC GAS AND ELECTRIC COMPANY

Signature: __________________________________________  Signature: __________________________________________

Name: __________________________________________    Name: __________________________________________

Title: __________________________________________     Title: __________________________________________

Date: __________________________________________     Date: __________________________________________

Page 10 of 16
This Appendix to the Customer Generation Agreement shall list each Producer Agreement between a CDCR Producer and PG&E for a Generating Facility intended primarily to offset part or all of the Customer’s own electrical requirements. This Appendix A shall also set forth the nominal Producer’s Portion (as defined in the Producer Agreement) for each Producer.

1. [insert name of Producer] Producer Agreement

The Generating Facility shall be Interconnected with PG&E’s Distribution System pursuant to the Multi-Party Producer Customer Generation Agreement (3rd Party Generator On Premises) between PG&E and ________________________________, its successors or assigns (Producer) dated ________________________________ (Producer Agreement).

Producer’s Total Nameplate Generation (kW): ________

Producer’s Portion (as defined in the Producer Agreement): _____% 

Producer’s contact information:

Name: ________________________________________

Address: ______________________________________

City/Zip Code: __________________________________

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

PRODUCER ______________________________

By: [Signature]

Name: ______________________________

Title: ______________________________

Date: ______________________________

PACIFIC GAS AND ELECTRIC COMPANY

By: [Signature]

Name: ______________________________

Title: ______________________________

Date: ______________________________

Page 11 of 16
MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)

Producer Agreement #: __________

The Generating Facility shall be Interconnected with PG&E’s Distribution System pursuant to the Multi-Party Producer Customer Generation Agreement (3rd Party Generator On Premises) between PG&E and ______________________, its successors or assigns (Producer) dated ________________________________ (Producer Agreement).

Producer Total Nameplate Generation (kW): ________

Producer’s Portion (as defined in the Producer Agreement): _____%

Producer’s contact information:

Name: ________________________________________

Address: ______________________________________

City/Zip Code: __________________________________

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

PRODUCER ___________________________  PACIFIC GAS AND ELECTRIC COMPANY

Signature: _______________________________  Signature: _______________________________

Name: _________________________________  Name: _________________________________

Title: _________________________________  Title: _________________________________

Date: _________________________________  Date: _________________________________
This Appendix serves as the final notification and approval of the nominal Producer's Portions for the CDCR Producers listed in Appendix A by the California Department of Corrections and Rehabilitation.

Producer #1: ________________________________
Producer's Portion: _____%

Producer #2: ________________________________
Producer's Portion: _____%

Producer #3: ________________________________
Producer's Portion: _____%

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CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

Signature: ____________________________________________
Name: _______________________________________________
Title: _______________________________________________  
Date: __________________________________________________________________

PACIFIC GAS AND ELECTRIC COMPANY

Signature: ____________________________________________
Name: _______________________________________________
Title: _______________________________________________  
Date: __________________________________________________________________
MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)

APPENDIX C

Multi-Party Producer Customer
Generation Agreement
(3rd Party Generator On Premises)

APPENDIX A

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

BETWEEN

PRODUCER AND PACIFIC GAS AND ELECTRIC COMPANY

AND

THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES, NON-EXPORTING)

MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES)
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
Intestate 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