
PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



December 28, 2017

Advice Letter 5185-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: Modifications to Electric Rule 21 Interconnection Agreements to Clarify
Smart Inverter Requirements**

Dear Mr. Jacobson:

Advice Letter 5185-E is effective as of November 17, 2017.

Sincerely,

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

Edward Randolph
Director, Energy Division

November 17, 2017

Advice 5185-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Modifications to Electric Rule 21 Interconnection Agreements to Clarify Smart Inverter Requirements**Purpose**

This Advice Letter modifies and adds language in Pacific Gas and Electric Company's (PG&E) Interconnection Agreements (see list below) to clarify application requirements for generating facilities that include inverters or Smart Inverters per Sections H and Hh of Rule 21.

Background

This Advice Letter addresses two distinct, but interrelated issues related to PG&E's implementation of the California Public Utilities Commission's (CPUC or Commission) Decision (D.) 14-12-035, which modified Electric Rule 21 (Rule 21) to define the requirements for Smart Inverter technology. In this Advice Letter, PG&E makes these changes in all 27 of its Electric Rule 21 Interconnection Agreements.

Issue 1: Eligibility Requirements for September 8 Deadline

Establishing an effective mandatory date for Smart Inverter requirements was among the many issues considered by D.14-12-035. Recognizing the need to balance the deployment of Smart Inverters while minimizing market disruption, the Commission allowed existing (non-Smart) inverters to be installed up until September 8, 2017.¹

In compliance with D.14-12-035, PG&E updated its Rule 21 tariff.² Specifically, per the September 8, 2017, sunset date for the installation of non-Smart Inverters, Rule 21 was updated to include Section H.3.d.i: "Inverter based systems may continue to be

¹ Note that D.14-12-035 set the effective mandatory date as the later of December 31, 2015, or 12 months after the date the Underwriters Laboratory approves the applicable standards. This ended up being September 9, 2017.

² See AL 5107-E, submitted on June 30, 2017 and effective July 29, 2017.

installed per Section H until September 8, 2017.” PG&E’s Interconnection Agreements were also updated to allow projects with existing non-smart inverters if the application was deemed complete no later than to September 8, 2017.

Despite a robust communication effort with the developer community, numerous projects had installations begun with an existing inverter by September 8, 2017, yet were not able to have their application deemed complete by September 8, 2017, as set out in PG&E’s Interconnection Agreements. Given that these projects are consistent with intent of D.14-12-035 and language of Rule 21 Section H.3.d.i, PG&E files this Advice Letter to refine the eligibility definition in its Interconnection Agreements.

Specifically, to address the situation where an existing inverter had been installed by September 8, 2017, PG&E clarifies that an applicant is eligible if they can provide evidence of having applied for an electrical permit for the Generating Facility installation that is dated no later than September 8, 2017.

These changes also establish a limit to this eligibility. The applicant must have submitted a completed interconnection application no later than March 31, 2018. For this purpose, a “completed interconnection application” is defined as meeting all of the following without deficiencies:

- 1) a completed Interconnection Application including all supporting documents and required payments,
- 2) a completed signed Interconnection Agreement, and
- 3) evidence of the Owner’s/Customer’s/etc. final inspection clearance from the governmental authority having jurisdiction over the generating system.

Issue 2: Application Language on System Configuration and Field Verification

As noted above, in D.14-12-035 the Commission was unambiguous about the importance of enhanced inverters and that starting September 9, 2017, all new inverter based projects would be required to comply with Smart Inverter requirements (now Rule 21 Section Hh).

As PG&E continues to work with the developer community to complete this transition, it has become clear that two issues need to be more fully expressed in PG&E’s applications. PG&E adds language to emphasize the requirement that “the default settings” for a Smart Inverter in a Generating Facility must be activated as is clearly required by Section Hh of Rule 21.

Additionally, PG&E wants to ensure that applicants are aware that field verification may be required and that there may be consequences of having an improperly configured Smart Inverter. To achieve this goal, PG&E adds the following:

Distribution Provider may require a field verification of the Owner’s/Customer’s/etc. inverter. Owner/Customer/etc. further agrees to cooperate fully with any such

request and make their inverter available to the Distribution Provider for such verification. Owner/Customer/etc. understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner/Customer/etc. will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

These changes are being made to assure that inverters are appropriately installed and activated, in order to provide the benefits anticipated from the Smart Meter deployment envisioned in D.14-12-035.

PG&E submits this as a Tier 1 advice letter, as these tariff/interconnection agreement changes are in compliance with Commission order where the wording of the change comports with the Commission order.

Tariff Revisions

Proposed Interconnection Agreement Changes (the new language is underlined):

Smart Inverters -

For [Owner/Customer/Etc.] applications received on or after September 9, 2017, the [Owner/Customer/Etc.] certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the [Owner/Customer/Etc.]'s inverter. [Owner/Customer/Etc.] further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. [Owner/Customer/Etc.] understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, [Owner/Customer/Etc.] will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the [Owner/Customer/Etc.] upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

- (b) the [Owner/Customer/Etc.] has submitted the interconnection application prior to September 9, 2017,
- (c) the [Owner/Customer/Etc.] provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the [Owner/Customer/Etc.] provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

~~An “existing inverter” is defined as an inverter that is a component of an existing Generating Facility that has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. [Owner/Customer/Etc.] replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the [Owner/Customer/Etc.] final inspection clearance from the governmental authority having jurisdiction over the generating system.

The following forms have been modified to include this new language:

- 1) Form 79-973 – Generating Facility Interconnection Agreement For Non-Export Generating Facilities (Rule 21 Interconnection Agreement) Rule 21 Interconnection Agreement used for RESBCT and non- NEM generation with Application 79-974 and 79-1112.
- 2) Form 79-978 – 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 NEM, Rule 21\Solar and/or Wind > 30 kW and ≤ 1 MW expanded NEM used with Form 79-1174-02.
- 3) Form 79-978-02 – Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other

than Facilities of 30 Kilowatts or Less NEM2, Rule 21 Solar and/or Wind > 30 kW and \leq 1 MW expanded NEM2 used with Form 79-1174-02.

- 4) Form 79-992 – Customer Generation Agreement (Third party Generator on Premises, Non- Exporting) Rule 21 Used with Forms 79-1174.
- 5) Form 79-1010 – Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities NEM, Rule 21 NEMFC Interconnection Agreement used with Form 79-1174.
- 6) Form 79-1069 – Generating facility Interconnection Agreement (Multiple Tariff) NEM, Rule 21 NEMMT Interconnection Agreement used with Form 79-1174.
- 7) Form 79-1069-02 – Generating Facility Interconnection agreement (Multiple Tariff NEM2MT) NEM2, Rule 21 NEM2MT Interconnection Agreement used with Form 79-1174-02.
- 8) Form 79-1124 – Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 Megawatt or Less NEMVMASH, Rule 21 NEMVMASH Interconnection Agreement.
- 9) Form 79-1124-02 – Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 Megawatt or Less NEM2VMSH, Rule 21 NEM2VMSH Interconnection Agreement.
- 10) Form 79-1131 – NEMV Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less Serving Multiple Tenants Served at a Single Service Delivery Point NEM, Rule 21 NEMV Interconnection Agreement.
- 11) Form 79-1131-02 – NEM2V Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less Serving Multiple Tenants Served at a Single Service Delivery Point NEM2V, Rule 21 NEM2V Interconnection Agreement.
- 12) Form 79-1136 – PG&E Interconnection Agreement For an Existing Small Generating Facility Interconnecting to the Distribution System under Rule 21 Rule 21 Used for existing QFs with Form 79-974.
- 13) Form 79-1137 – Interconnection Agreement For Net Energy Metering For A Renewable Electrical Generation Facility Of 1,000 Kw Or Less, Except Solar Or Wind

- 14) Form 79-1137-02 – Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind NEM2, NEM2V, Rule 21 NEM2V, NEM2EXP, NEM2EXPM Interconnection Agreement typically used with Forms 79-1174-02.
- 15) Form 79-1142 NEMV – Interconnection Application for a Renewable Electrical Generation Facility of 1 Megawatt or Less.
- 16) Form 79-1144 – Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities Interconnecting Under the Fast Track Process Rule 21 To be used with the GIA For Exporting GFs Interconnecting Under The Detailed Study Process.
- 17) Form 79-1144-02 – Rule 21 Generator Interconnection Agreement for New Energy Metering (NEM-2) Generating Facilities Greater than 1,000 Kilowatts Interconnecting Under the Fast Track Process NEM2, Rule 21 To be used with the GIA For NEM-2s > 1MW Interconnecting Under The Fast Track Process.
- 18) Form 79-1151A – Net Energy Metering Interconnection for Solar And/or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Agreement and Customer Authorization NEM, Rule 21 NEMS Interconnection Agreement be used with 79-1151B Application.
- 19) Form 79-1151A-02 – Agreement And Customer Authorization - Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less NEM2, Rule 21 NEM2S Application to be used with 79-1151A Interconnection Agreement application.
- 20) Form 79-1161 – Rule 21- Generator Interconnection Agreement (GIA) for Exporting Generating Facilities Interconnecting Under the Independent Study, Distribution Study, or Transmission Cluster Process
- 21) Form 79-1161-02 – Rule 21 Generator Interconnection Agreement (GIA) for Net Energy Metering (NEM2) Generating Facilities Greater than 1,000 Kilowatts Interconnecting Under the Independent Study, Distribution Study, or Transmission Cluster Process
- 22) Form 79-1189 – Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement For Multifamily Affordable Housing With Solar Generation Totaling 1 Mw Or Less
- 23) Form 79-1190 – Virtual Net Energy Metering (NEM2V) Interconnection Agreement For Solar (PV) Or Wind Generation Totaling 1 MW Or Less NEM2V

- 24) Form 79-1191 – Generating Facility Interconnection Agreement For Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT)
- 25) Form 79-1192 – Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less
- 26) Form 79-1193 – Agreement and Customer Authorization Net Energy Metering Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less Paired with Energy Storage of 10 Kilowatts or Less
- 27) Form 79-1193-02 – Agreement and Customer Authorization Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less Paired with Energy Storage of 10 Kilowatts or Less

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than December 7, 2017, 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 B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582

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 1 advice filing become effective upon date of filing, which is November 17, 2017.

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.14-07-002, and R.17-07-007. 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.14-07-002, and R.17-07-007

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Kingsley Cheng

Phone #: (415) 973-5265

E-mail: k2c0@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

(Date Filed/ Received Stamp by CPUC)

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

Advice Letter (AL) #: **5185-E**

Tier: 1

Subject of AL: **Modifications to Electric Rule 21 Interconnection Agreements to Clarify Smart Inverter Requirements**

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

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

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

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

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

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

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

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

Resolution Required? Yes No

Requested effective date: **November 17, 2017**

No. of tariff sheets: **31**

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: **See Attachment 1**

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 B13U

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
41123-E	Electric Sample Form No. 79-1010 Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities Sheet 1	41002-E
41124-E	Electric Sample Form No. 79-1069 Generating Facility Interconnection Agreement (Multiple Tariff) Sheet 1	40736-E
41125-E	Electric Sample Form No. 79-1069-02 Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) Sheet 1	41003-E
41126-E	Electric Sample Form 79-1124 Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 Megawatt or Less Sheet 1	40738-E
41127-E	Electric Sample Form No. 79-1124-02 Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 Megawatt or Less Sheet 1	40739-E
41128-E	ELECTRIC SAMPLE FORM 79-1131 NEMV APPLICATION AND INTERCONNECTION AGREEMENT FOR A SOLAR (PV) OR WIND GENERATING FACILITY OF 1 MW OR LESS Sheet 1	40740-E
41129-E	Electric Sample Form No. 79-1131-02 NEM2V Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less Sheet 1	40741-E
41130-E	Electric Sample Form No. 79-1136 PG&E INTERCONNECTION AGREEMENT FOR AN EXISTING SMALL GENERATING FACILITY INTERCONNECTING TO THE DISTRIBUTION SYSTEM UNDER RULE 21 Sheet 1	40742-E
41131-E	Electric Sample Form 79-1137 Interconnection Agreement for Net Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind Sheet 1	41004-E*

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
41132-E	Electric Sample Form No. 79-1137-02 Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind Sheet 1	41005-E
41133-E	ELECTRIC SAMPLE FORM 79-1142 NEMV INTERCONNECTION APPLICATION FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1 MEGAWATT OR LESS Sheet 1	40745-E
41134-E	Electric Sample Form 79-1144 Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities Interconnecting Under the Fast Track Process Sheet 1	40746-E
41135-E	Electric Sample Form No. 79-1144-02 Rule 21 Generator Interconnection Agreement for Net Energy Metering (NEM2) Generating Facilities Greater than 1,000 Kilowatts Interconnecting Under the Fast Track Process Sheet 1	41006-E
41136-E	ELECTRIC SAMPLE FORM 79-1151A AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Sheet 1	40748-E
41137-E	Electric Sample Form No. 79-1151A-02 Agreement And Customer Authorization Net Energy Metering (NEM2) Internconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Sheet 1	40749-E
41138-E	ELECTRIC SAMPLE FORM 79-1161 RULE 21 - GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS Sheet 1	35471-E
41139-E	Electric Sample Form No. 79-1161-02 Rule 21 Generator Interconnection Agreement (GIA) for NEM2 Generating Facilities Greater than 1,000 Kilowatts Interconnecting Under the Independent Study, Distribution Study, or Transmission Cluster Process Sheet 1	41007-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
41140-E	Electric Sample Form No. 79-1189 Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less Sheet 1	41009-E
41141-E	Electric Sample Form No. 79-1190 Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less Sheet 1	41010-E
41142-E	Electric Sample Form No. 79-1191 Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) Sheet 1	41011-E
41143-E	Electric Sample Form No. 79-1192 Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less Sheet 1	40703-E
41144-E	Electric Sample Form No. 79-1193 Agreement and Customer Authorization Net Energy Metering Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less Paired with Energy Storage of 10 Kilowatts or Less Sheet 1	41012-E
41145-E	Electric Sample Form No. 79-1193-02 Agreement and Customer Authorization Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 kW or Less with Energy Storage of 10 kW or Less Sheet 1	41013-E
41146-E*	Electric Sample Form No. 79-973 Generating Facility Interconnection Agreement For Non-Export Generating Facilities Sheet 1	41014-E
41147-E	ELECTRIC SAMPLE FORM NO. 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 Sheet 1	40751-E
41148-E*	Electric Sample Form No. 79-978-02 Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other than Facilities of 30 Kilowatts or Less Sheet 1	41015-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
41149-E	Electric Sample Form No. 79-992 Customer Generation Agreement (Third Party Generator on Premises Non-Exporting) Sheet 1	40753-E
41150-E*	ELECTRIC TABLE OF CONTENTS Sheet 1	41121-E
41151-E*	ELECTRIC TABLE OF CONTENTS Sheet 24	41017-E*
41152-E*	ELECTRIC TABLE OF CONTENTS Sheet 27	41018-E*
41153-E	ELECTRIC TABLE OF CONTENTS Sheet 28	41019-E



Electric Sample Form No. 79-1010

Sheet 1

Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

This *“Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities”* (“Agreement”) is entered into by and between _____ (“Fuel Cell Customer-Generator”), and Pacific Gas and Electric Company (“PG&E”), a California Corporation. Fuel Cell Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

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

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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

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

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

- 2.7 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.8 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Fuel Cell Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is _____.

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

Appendix D *NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established.*

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

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

4. CUSTOMER BILLING AND PAYMENT OPTIONS

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

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than December 31, 2013. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Fuel Cell Customer-

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

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

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

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

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Fuel Cell Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Fuel Cell Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Fuel Cell Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to December 31, 2021; or,
- (d) Fuel Cell Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Fuel Cell Customer-Generator does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Fuel Cell Customer-Generator's apparent abandonment of the Generating Facility affirming Fuel Cell Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
- (e) Fuel Cell Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.

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

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

6. GENERATING FACILITY REQUIREMENTS:

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

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

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

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

- 6.3 Fuel Cell Customer-Generator shall not commence parallel operation of the Facility until PG&E has provided written approval to the Fuel Cell Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the initial testing of Fuel Cell Customer-Generator's protective apparatus. Fuel Cell Customer-Generator shall notify the utility five (5) working days prior to the initial testing.
- 6.4 The Fuel Cell Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible Fuel Cell electrical generating facilities.
- 6.5 The Fuel Cell Customer-Generator warrants that pursuant to section 2827.10 (a)(2), of the California Public Utilities Code, it meets the definition of an "Eligible fuel cell electrical generating facility" and its facility includes the following:
- (a) Integrated power plant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy.
 - (b) An inverter and fuel processing system where necessary.
 - (c) Other plant equipment, including heat recovery equipment, necessary to support the plant's operation or its energy conversion.
- 6.6 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing

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

Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii

7. INTERCONNECTION FACILITIES

- 7.1 Fuel Cell Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E’s Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Fuel Cell Customer-Generator’s Generating Facility.
- 7.2 Fuel Cell Customer-Generator shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Fuel Cell Customer-Generator owns.
- 7.3 If the provisions of PG&E’s Electric Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Fuel Cell Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix 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.

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

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

In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

- 9.1 In connection with Customer-Generator's performance of its duties and obligations under this Agreement, Customer-Generator shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one-hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.
 - (e) Such insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."
- 9.2 The general liability insurance required in this Section shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 If Fuel Cell Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.2(a) prevents Fuel Cell Customer-Generator from obtaining the insurance required in this Section, then upon Fuel Cell Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 9.5 Fuel Cell Customer-Generator agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Fuel Cell Customer-Generator is self-insured with an established record of self-insurance, Fuel Cell Customer-Generator may comply with the following in lieu of Section 9.2:

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

- (a) Fuel Cell Customer-Generator shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
- (b) If Fuel Cell Customer-Generator ceases to self-insure to the level required hereunder, or if Fuel Cell Customer-Generator is unable to provide continuing evidence of Fuel Cell Customer-Generator's ability to self-insure, Fuel Cell Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.

9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

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

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Fuel Cell Customer-Generator fails to comply with the insurance provisions of this Agreement, Fuel Cell Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Fuel Cell Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Fuel Cell Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

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

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



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

If to Fuel Cell Customer-Generator:

Fuel Cell Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

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

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

12. REVIEW OF RECORDS AND DATA

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

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

13. ASSIGNMENT

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

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

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

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



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

- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

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

PACIFIC GAS AND ELECTRIC COMPANY

Fuel Cell Customer Generator's Name

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

REFERENCE:

APPENDIX A

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

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

APPENDIX B
(If Applicable)

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

APPENDIX C

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

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

Fuel Cell Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Fuel Cell Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Fuel Cell Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Fuel Cell Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, in its sole discretion, that Fuel Cell Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Fuel Cell Customer-Generator to provide evidence, that Fuel Cell Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E’s request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer’s Generating Facility and/or require documentation from Fuel Cell Customer-Generator to monitor the Generating Facility’s compliance with the Eligibility Requirements. If PG&E determines in its sole judgment that Fuel Cell Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Fuel Cell Customer-Generator a gain demonstrates to PG&E’s reasonable satisfaction that Fuel Cell Customer-Generator meets the requirements for an Eligible Fuel Cell customer-generator and/or the Generating Facility meets the requirements for a Eligible Fuel Cell electrical generating facility (the “Eligibility Status Change”).

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

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

Fuel Cell Customer-Generator's Initials _____

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

APPENDIX D

NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established and Approved by the CPUC as Needed.

Starting January 1, 2017, Customer applying for Schedule NEMFC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

That their Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established as required by the California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards are not yet released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within three months of when the new standard becomes available. Specifically, I, Customer, understand and agree that if my fuel cell generator does not meet the ARB emission standard I will not be eligible for NEMFC.

Specifically, I will be responsible for the following:

1. Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.
2. Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,
 - a. Public Purpose Program Charges;
 - b. Nuclear Decommissioning;
 - c. Department of Water Resources Bond Charges; and
 - d. Competition Transition Charge;
 - e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for Rate Schedule NEMFC and will no longer receive any credit for any exports to the grid.



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

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



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

Sheet 1

**Please Refer to Attached
Sample Form**

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

This *Generating Facility Interconnection Agreement (Multiple Tariff)* (Agreement) is entered into by and between _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E’s Distribution System to serve the electrical loads at the location identified in Section 2.4 (or for the qualifying energy where permitted under Section 218 of the California Public Utilities Code (PUC). The Generating Facility may be any combination of generators, but must include at least one “Eligible customer-generator.” Eligible customer-generators consist of any Renewable Electrical Generation Facility(ies) (as defined in PG&E’s Schedule NEM) or Eligible Fuel Cell Electrical Generating Facility(ies) (as defined in PG&E’s Schedule NEMFC).

- 1.1. This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Section 2827 et seq. of the PU Code and the applicable PG&E tariffs for net energy metering. This Agreement also provides for Producer to operate its Non-Eligible Generator(s). This Agreement does not provide for retail electrical service by PG&E to Producer. Such arrangements must be made separately between PG&E and Producer.
- 1.2. This Agreement does not address Producer’s account billing and payment for energy consumption. For the Generating Facility as specified in Section 2 of this Agreement, please refer to the applicable PG&E net-energy-metered (NEM) tariff schedules for billing and payment protocol.
- 1.3. NEM Transition - Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at: http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

2.3 Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

Table with 2 columns and 7 rows listing generator types and their kW ratings: biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current.

2.5.2 Non-Eligible Generator(s): _____ kW

2.5.3 Total Gross Nameplate Rating of the Generating Facility: _____ kW

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Table with 2 columns and 8 rows listing generating facility types and their kW ratings: biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current.

2.6.2 Non-Eligible Generator(s): _____ kW

2.6.3 Total Net Nameplate Rating of the Generating Facility: _____ kW

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

2.7.1 Eligible Generator(s):

Table with 2 columns and 8 rows listing eligible generating facility types and their kW ratings: biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current.

2.7.2 Non-Eligible Generator(s): _____ kW

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

2.8 the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode
 does / does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

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

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

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

biomass	are met <input type="checkbox"/> are not met <input type="checkbox"/>	digester gas	are met <input type="checkbox"/> are not met <input type="checkbox"/>
solar thermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>	municipal solid waste	are met <input type="checkbox"/> are not met <input type="checkbox"/>
photovoltaic	are met <input type="checkbox"/> are not met <input type="checkbox"/>	landfill gas	are met <input type="checkbox"/> are not met <input type="checkbox"/>
wind	are met <input type="checkbox"/> are not met <input type="checkbox"/>	ocean wave	are met <input type="checkbox"/> are not met <input type="checkbox"/>
geothermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>	ocean thermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>
fuel cell	are met <input type="checkbox"/> are not met <input type="checkbox"/>	tidal current	are met <input type="checkbox"/> are not met <input type="checkbox"/>
small hydroelectric generation	are met <input type="checkbox"/> are not met <input type="checkbox"/>	biogas digester (under NEMBIO)	are met <input type="checkbox"/> are not met <input type="checkbox"/>
fuel cell (under NEMFC)	are met <input type="checkbox"/> are not met <input type="checkbox"/>	other technology	are met <input type="checkbox"/> are not met <input type="checkbox"/>



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

Appendix D - Producer's warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the PU Code (when applicable).

Appendix E - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the PU Code (when applicable).

Appendix F - Listing of eligible service accounts, as defined in PG&E's Schedule NEMBIO and/or NEMFC to be included in Net Energy Metering calculations (when applicable).

Appendix G - Producer's warranty that it meets the requirements for an Eligible Biogas Digester Electrical Generating Facility, (applicable Generator(s) only) as defined in Section 2827.9 of the PU Code (when applicable).

Appendix H - Schedule NEM Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.

Appendix I -Operating Requirements for Energy Storage Device(s) (when applicable).



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement, or
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated, or
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

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

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

- (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

- 5.1 Except for that energy delivered to PG&E's Distribution System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.
- 5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

- 5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.
- 5.5 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC 2827 section, or by Rule 21. Such approval will be provided after PG&E's receipt of: (1) a completed Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (Between 30 KW and 1,000 KW) (Form 79-974), including all supporting documents and payments as described in the Application; (2) any required NEM supplemental application forms; (3) a signed and completed Generating Facility Interconnection Agreement (Multiple Tariff) (Form 79-1069); (4) a copy of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, and Distribution System Modifications. Such approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.
- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Distribution System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Distribution System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Distribution System in any manner, even if Producer's deliveries of electric power to PG&E's Distribution System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Distribution System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

of electric power flowing from the Generating Facility to PG&E's Distribution System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).

- 5.7 Producer shall not deliver reactive power to PG&E's Distribution System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.
- 5.10 If Producer's Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix I of this Agreement.
- 5.11 Smart Inverters

For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer's inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at:

<http://www.gosolarcalifornia.org/equipment/inverters.php>.)



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Verification of compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

6. INTERCONNECTION FACILITIES

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

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer's Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner's) Liability insurance, Producer agrees that it will maintain such insurance in force for the duration of this Agreement in no less than amounts currently in effect. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operations. Such insurance shall provide for thirty (30) calendar days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
 - (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.

8.7 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

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

9. NOTICES

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

If to PG&E:

[Contact information to be supplied][

If to Producer:

[Contact information to be supplied]

9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.
- 10.2 Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

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

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

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

- 13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Schedules and Rules are hereby incorporated into this Agreement by this reference.

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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

16. SIGNATURES

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

PACIFIC GAS AND ELECTRIC COMPANY

_____	_____
<i>(Company Name)</i>	
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>

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

APPENDIX A

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

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

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

APPENDIX B

RULES “2” AND “21”

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



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

APPENDIX C (If Applicable)

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

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

Appendix D

APPENDIX D (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A
"COGENERATION FACILITY" PURSUANT TO SECTION 216.6 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code (Cogeneration Requirements).

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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

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

Appendix G

APPENDIX G (When applicable)

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

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

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

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

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

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

Appendix H

Appendix H

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

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

Circle Type of Renewable Electrical Generation Facility:

biomass	geothermal	municipal solid waste
solar thermal	fuel cell	landfill gas
small hydroelectric generation	ocean wave	digester gas
ocean thermal	tidal current	

NEM Customer-Generator (Customer) declares that

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

² The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>

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Appendix H**

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

- If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

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

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

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

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the



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Appendix H

Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM Net Energy Metering Service for Eligible Customer-Generators.

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Appendix I

APPENDIX I (If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand.
To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between [Month/Day] and [Month/Day]
And during the hours of
The storage device(s) will consume no more than a total of kW from the Distribution System.
This operating constraint voids the need for the following specific mitigation scope:

Table with 6 empty rows for specifying mitigation scope.

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.



Electric Sample Form No. 79-1069-02
Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)

Sheet 1

**Please Refer to Attached
Sample Form**

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

This *Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)* (Agreement) is entered into by and between _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E’s Electric System to serve the electrical loads at the location identified in Section 2.4 (or for the qualifying energy where permitted under Section 218 of the California Public Utilities Code (PUC). The Generating Facility must be a combination of generators, but must include at least one NEM2 “Eligible customer-generator.” (as defined in PG&E’s Schedule NEM2). “Eligible customer-generator” may also include other eligible customer-generators such as NEM2 Renewable Electrical Generation Facility(ies), Renewable Electrical Generation Facility(ies) (as defined in PG&E’s Schedule NEM) or Eligible Fuel Cell Electrical Generating Facility(ies) (as defined in PG&E’s Schedule NEMFC), as allowed under Special Condition 4 of Schedule NEM2.

- 1.1. This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Section 2827.1 et seq. of the PU Code and the applicable PG&E tariffs for net energy metering. This Agreement also provides for Producer to operate its Non-Eligible Generator(s). This Agreement does not provide for retail electrical service by PG&E to Producer. Such arrangements must be made separately between PG&E and Producer.
- 1.2. This Agreement does not address Producer’s account billing and payment for energy consumption. For the Generating Facility as specified in Section 2 of this Agreement, please refer to the applicable PG&E net-energy-metered (NEM and/or NEM2) tariff schedules for billing and payment protocol.

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

2.3 Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

Table with 2 columns and 7 rows listing generator types and their kW ratings. Includes categories like biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, and Storage/Batteries (NEM eligible only).

2.5.2 Non-Eligible Generator(s): _____ kW

2.5.3 Total Gross Nameplate Rating of the Generating Facility: _____ kW

2.6 The Net Nameplate Rating of the Generating Facility is:



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

Table with 2 columns and 7 rows listing eligible renewable energy sources like biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, and small hydroelectric generation with associated kW ratings.

2.6.2 Non-Eligible Generator(s): _____ kW

2.6.3 Total Net Nameplate Rating of the Generating Facility: _____ kW

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

2.7.1 Eligible Generator(s):

Table with 2 columns and 7 rows listing eligible renewable energy sources like biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, and small hydroelectric generation with associated kW ratings.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.7.2 Non-Eligible Generator(s): _____ kW

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

2.8 the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode
[] does / [] does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

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

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

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

Table with 4 columns: Technology, are met, are not met, and checkboxes. Rows include biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, biogas digester (under NEMBIO), and other technology.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.11 Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is: _____

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

Appendix D - Producer's warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the PU Code (when applicable).

Appendix E - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the PU Code (when applicable).

Appendix F - NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

Appendix G - Producer's warranty that it meets the requirements for an Eligible Biogas Digester Electrical Generating Facility, (applicable Generator(s) only) as defined in Section 2827.9 of the PU Code (when applicable).

Appendix H - Schedule NEM and/or NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code.

Appendix I -Operating Requirements for Energy Storage Device(s) (when applicable).

Appendix J - NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement, or
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Electric System is closed or terminated, or
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

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

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

- 5.1 Except for that energy delivered to PG&E's Electric System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.
- 5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM-2 tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 5.5 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC 2827 section, or by Rule 21. Such approval will be provided after PG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) any required NEM supplemental application forms; (3) a signed and completed Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) (Form 79-1069-02); (4) a copy of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, and Electric System Modifications. Such approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.
- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Electric System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Electric System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Electric System in any manner, even if Producer's deliveries of electric power to PG&E's Electric System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Electric System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to PG&E's Electric System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 5.7 Producer shall not deliver reactive power to PG&E's Electric System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Electric System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.
- 5.10 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for a NEM and/or NEM2 Generating Facility, that all major solar system components (if any) are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.11 Producer certifies as a part of each interconnection request for a NEM and/or NEM2 Eligible Generating Facility that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed “agreement” has been provided ensuring proper maintenance and continued system performance.
- 5.12 Producer rs on this tariff must pay for the interconnection of their NEM2 Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.
- 5.13 If Producer’s Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E’s Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix I of this Agreement.
- 5.14 Smart Inverters
- For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.
- Distribution Provider may require a field verification of the Producer’s inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at:

<http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹¹ no later than March 31, 2018, or
- (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

6. INTERCONNECTION FACILITIES

6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.



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other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

- 8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
 - (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the



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Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

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

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer's Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner's) Liability insurance, Producer agrees that it will maintain such insurance in force for the duration of this Agreement in no less than amounts currently in effect. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operations. Such insurance shall provide for thirty (30) calendar days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the



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coverage required under Section 8.1.

- 8.7 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

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

9. NOTICES

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

If to PG&E:

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

If to Producer:

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

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.



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10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Electric System.
- 10.2 Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

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

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

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

- 13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)**

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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

16. SIGNATURES

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

_____	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Company Name)</i>	_____
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix A**

APPENDIX A

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

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

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix B**

APPENDIX B

RULES “2” AND “21”

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix C**

APPENDIX C (If Applicable)

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

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix D**

APPENDIX D (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A
"COGENERATION FACILITY" PURSUANT TO SECTION 216.6 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code (Cogeneration Requirements).

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

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

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

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix E**

APPENDIX E (When applicable)

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

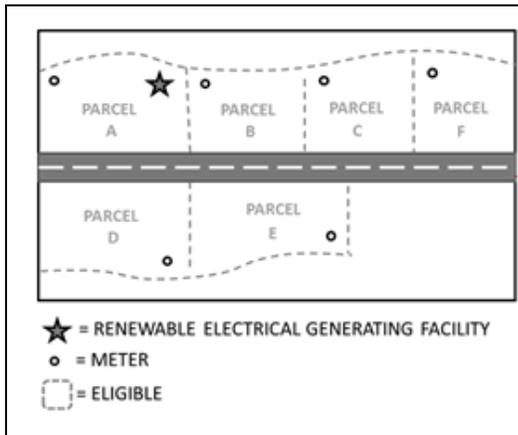
Appendix F

APPENDIX F (When applicable)

NEM2 LOAD AGGREGATION APPENDIX (If Applicable) CUSTOMER-GENERATOR DECLARATION WARRANTING NEM2 AGGREGATION IS LOCATED ON SAME OR ADJACENT OR CONTIGUOUS PROPERTY TO GENERATOR PARCEL

In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

- 1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and
- 2) Each of the aggregated account meters associated with this NEM2 generator account are located either:
 - (i) on the property where the renewable electrical generation facility is located, or
 - (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



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

- 3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and
- 4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and
- 5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title

**GENERATING FACILITY
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Appendix G**

APPENDIX G (When applicable)

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

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

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

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

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

**GENERATING FACILITY
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(MULTIPLE TARIFF NEM2MT)
Appendix H**

Appendix H

**SCHEDULE NEM2 CUSTOMER-GENERATOR WARRANTY THAT IT
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL
GENERATION FACILITY PURSUANT TO SECTION 2827.1 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility).

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	<input type="checkbox"/> Storage/Batteries _____ amp hours _____ inverter kWh

NEM2 Customer-Generator (Customer) declares that

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

² The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>

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Appendix H**

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

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

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

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

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

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix H**

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 Net Energy Metering Service for Eligible Customer-Generators.

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

**GENERATING FACILITY
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(MULTIPLE TARIFF NEM2MT)
Appendix I**

**APPENDIX I
(If Applicable)**

**OPERATING REQUIREMENTS FOR ENERGY STORAGE
DEVICE(S)**

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).
- To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between _____ [Month/Day] and _____ [Month/Day]

And during the hours of _____

The storage device(s) will consume no more than a total of ____ kW from the Distribution System.

This operating constraint voids the need for the following specific mitigation scope:

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within



**GENERATING FACILITY
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Appendix I**

30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.



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Appendix J**

NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established and Approved by the CPUC as Needed.

Starting January 1, 2017, Customer applying for Schedule NEMFC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

That their Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established as required by the California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards are not yet released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within three months of when the new standard becomes available. Specifically, I, Customer, understand and agree that if my fuel cell generator does not meet the ARB emission standard I will not be eligible for NEMFC.

Specifically, I will be responsible for the following:

1. Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.
2. Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,
 - a. Public Purpose Program Charges;
 - b. Nuclear Decommissioning;
 - c. Department of Water Resources Bond Charges; and
 - d. Competition Transition Charge;
 - e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for Rate Schedule NEMFC and will no longer receive any credit for any exports to the grid.

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)



NEMVMASH



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

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

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

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

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

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

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

A. Applicability and Purpose:

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

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

C. NEM Transition

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

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

D. Owner's Information -

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

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

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

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

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

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

Please complete this agreement in its entirety

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

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

G. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

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

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

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

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

I. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

J. Term Of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMVMASH.

K. Governing Authority

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

L. Appendix A

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

M. Appendix B

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

Owner Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

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

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

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

Section 1 Instructions

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

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

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

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

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

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

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

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

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

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

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

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

Please note for each row:

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

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

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

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

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

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

Section 2

Please list all participating on a building by building basis.

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

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

Please complete this agreement in its entirety

Appendix B – NEMVMASH Generating Facility Interconnection Agreement

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

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

Part I – Requirements for Interconnection

Please complete all parts of this section:

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

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

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

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

Part II – Selecting the Study Process

Please check one:

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

Part III – Requirements for Interconnection

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

Permission to Interconnect

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

Safe Operation of your Generating Facility

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

Interconnections on PG&E's Secondary Network

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

Meter access

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

Document and Fee Requirements

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

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that has submitted the application prior to September 9, 2017, or their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Owner has submitted the interconnection application prior to September 9, 2017,

Please complete this agreement in its entirety

- (c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Owner replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Stale Agreements

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

A. Agreement Package:

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

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including a completed Appendix A** *Please note:* the Owner’s name (as identified in Part I, Section C) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Common Area accounts in Owner’s name as listed in Appendix A – Owners who don’t specify an OAS for their Common Area accounts will be defaulted to Rate Schedule E-1, establishing how Owner’s Common Area Account’s monthly usage or net generation will be charged/credited. Owner’s-initiated rate changes are governed in accordance with PG&E’s Electric Rule 12.
2. A **single-line diagram** showing Owner’s actual installation of his/her Generating Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Owner’s loads relative to the Generating Facility, and the interconnection with PG&E’s Distribution System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.
PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner’s equipment (i.e. inverter, PV arrays, etc.). The AC disconnect switch provides PG&E the ability to isolate the Owner’s generator from the NEMVMASH Eligible Low Income Facility and utility’s Distribution System.
 - b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only CEC-certified inverters² will pass the requirements for Simplified Interconnection per PG&E’s Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel manufacturer name, model number, number of panels, and the nameplate rating. As

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

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

with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below.)

- d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information.
3. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**
4. **Insurance** - Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMVMASH Generating Facility location –

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

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

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

Insuring Company's Name: _____

Insurance Policy # _____

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

B. Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be e-mailed to PG&E at the address noted in Part I Section G of the Application, "Notices".

Part IV – General Facility

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

Date: _____

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

Yes

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

No

Please complete this agreement in its entirety

C. Are there any possible generator meter access issues?

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

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

No

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

Yes
If yes, what program are you on? _____

No.
 (For more information on PG&E's demand response programs see: www.pge.com/demandresponse)

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

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

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

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

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

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

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

3						
---	--	--	--	--	--	--

C. Photovoltaic Generator Equipment

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

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁴ (kW)	Inverter number from (B.) above (1 or 2)
1						
2						
3						

D. Service Panel Short Circuit Interrupting Rating

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

E. Maximum 3-Phase Fault Current Contribution

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

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



Electric Sample Form No. 79-1124-02

Sheet 1

Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH)
Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation
Totaling 1 Megawatt or Less

**Please Refer to Attached
Sample Form**



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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

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

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

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

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

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

A. Applicability and Purpose:

The purpose of this Agreement is to allow Owner to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Schedule NEM2VMSH. Owner has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Owner's Eligible Low Income Development's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

D. Owner's Information -

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

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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

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

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

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

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Generating Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements which may result in charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf (Form 79-1095)*, which may be found at: <http://www.pge.com/tariffs/>

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

G. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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

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

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

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

I. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

J. Term Of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEM2VMSH.

K. Governing Authority

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

L. Appendix A

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

M. Appendix B

Attached to this agreement is _____ completed copy/copies of *Appendix B – NEM2VMSH Generating Facility Interconnection Agreement*, corresponding to each of the generator accounts listed in Appendix A. Owner agrees to comply with Electric Tariff Rule 21 and all other applicable tariffs at all times.

N. 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.

OWNER NAME:

PACIFIC GAS AND ELECTRIC COMPANY:

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

Manager, Generation Interconnection Services
(Title)

(Date)

(Date)

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



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION
Attachment A

Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units With Their Respective Solar Energy Credit Allocation TOTALING 1 MW OR LESS

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

Section 1 Instructions

- 1) Complete the section below (this information must match the Owner information on the associated *Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 MW or Less* for the same NEM2VMSH Eligible Low Income Facility.

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

- 2) Is this application for a new NEM2VMSH Eligible Low Income Development or a reallocation for an existing Eligible Low Income Development? Existing NEM2VMSH Development Owners may not reallocate the Solar Allocation Percentages for all Common Area Accounts and all Residential Unit Accounts for a period of 5 years after first being interconnected on NEM2VMSH, even if there is a change in Owner. However, after 5 years a reallocation may be requested. Also, a reallocation of credits between the different Common Area Accounts is allowed, and similarly if a residential unit becomes uninhabitable under the terms described in the NEM2VMSH tariff in Special Condition 2 g, the Owner may choose to reallocate credits to the other Residential Unit Accounts.

This application is for an allocation for the initial new NEM2VMSH Eligible Low Income Development:

This application is for a reallocation for an existing NEM2VMSH Eligible Low Income Development:

- 3) A NEM2VMSH Eligible Low Income Development on NEM2VMSH must either receive incentive funds from the Multifamily Affordable Solar Housing Program (MASH), or the New Solar Homes Partnership (NSHP) for affordable housing, or be eligible to receive funds from the MASH program.

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

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

- 4) For a new NEM2VMSH Eligible Low Income Development, if you applied for MASH incentives, please enter the percentages in the space provided below from the MASH application.

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

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION
Attachment A

Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units With Their Respective Solar Energy Credit Allocation TOTALING 1 MW OR LESS

5) Please use the attached Appendix A, Section 2 to list all accounts that are located in the Eligible Low Income Development that will be taking service on NEM2VMSH.

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

Please note for each row:

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

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

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

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

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

Please complete this agreement in its entirety



**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH)
APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE
HOUSING WITH SOLAR GENERATION**

Attachment A

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

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

Section 2

Please list all participating on a building by building basis.

#	Account Type Check only one box for each row (required field)					Account Address (required field) (for Generator Accounts without an address please describe location in detail)	Owner's Name (For Residential Units, Last Name of Occupant, if known For Common Area and Generator Accounts. Use Name as shown on PG&E Account)	PG&E Account Number (Required field for Common Area Accounts and Generator Account only)	Otherwise Applicable Rate Schedule (OAS) under NEM2VMSH (Required field for Common Area Accounts and Generator Account only)	Solar Energy Allocation Percentage (up to 2 decimal places. Required Field for Common Area Accounts and Residential Accounts)
	Generator Account	Generator Number (must complete an Appendix B with a corres- ponding generator number)	Generator Capacity)	Common Area	Residential Unit					
1	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
2	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
3	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
4	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
5	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
6	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
7	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
8	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
9	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
10	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
11	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
12	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
13	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
14	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
15	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
Total Solar Generation this page _____							Total Solar Energy Allocation Percentage for this page _____			

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

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

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

One completed Appendix B Interconnection Agreement must be submitted for each NEM2VMSH generating facility in the Eligible Low Income Development. The number of interconnection agreements submitted should match the generator accounts shown in appendix A. All sections should be completed (unless otherwise noted in the text).

Part I – Requirements for Interconnection

Please complete all parts of this section:

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

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

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

- A New NEM2VMSH Generating Facility interconnection (at an existing service).
- For Physical Changes to an interconnected NEM2VMSH Generating Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- A New NEM2VMSH interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- A Reallocation of Solar Energy Generation Credits for an Existing NEM2VMSH Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEM2VMSH accounts.

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

Part II – Selecting the Study Process

Please check one:

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

Part III – Requirements for Interconnection

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

Permission to Interconnect

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

Safe Operation of your Generating Facility

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

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM2VMSH Owner's solar generating facility. **Please contact Generation Interconnection Services at 415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.**

Meter access

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

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that has submitted the application prior to September 9, 2017, or their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Owner has submitted the interconnection application prior to September 9, 2017,
- (c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Owner replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Document and Fee Requirements

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

Stale Agreements

If this agreement is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEM2VMSH.

A. Agreement Package:

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

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

As PG&E receives the documentation described in Sections (1) through (5) below, PG&E will begin to process the application.

Required Documents for New Applicants:

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

PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc.). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEM2VMSH Eligible Low Income Facility and utility's Electric System.
 - b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only CEC-certified inverters² will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below.)
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information.
3. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**
4. **Insurance** - Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEM2VMSH Generating Facility location –

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



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a solar electric Generating Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance. To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.

I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$ _____ for the Schedule NEM2VMSH Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for this NEM2VMSH Generating Facility.

B. Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be e-mailed to PG&E at the address noted in Part I Section G of the Application, "Notices".

Part IV – General Facility

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

Date: _____

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

Yes

If yes, specify what kind of generator _____

No

C. Are there any possible generator meter access issues?

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

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

No

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

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

Yes
 If yes, what program are you on? _____

No.

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

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

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

List the AC disconnect switch that will be used at this Generating Facility. Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Inverters interconnected with PG&E

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

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

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

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

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

C. Photovoltaic Generator Equipment

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

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁴ (kW)	Inverter number from (B.) above (1 or 2)
1						
2						
3						

D. Service Panel Short Circuit Interrupting Rating

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

E. Maximum 3-Phase Fault Current Contribution

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

F. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2VMSH, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

G. Warranties or Service Agreements

Applicant certifies as a part of its interconnection request for NEM2MSH that:

- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
- (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

H. Ref costs in Rule 21

Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21.

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

Please complete this agreement in its entirety



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

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

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

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

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

A. Applicability and Purpose:

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

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

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

Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

B. NEM Transition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part II – Selecting the Study Process

Please check one:

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

Part III – Requirements for Interconnection

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

Permission to Interconnect

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

Safe Operation of the Renewable Electric Generation Facility

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

Interconnections on PG&E's Secondary Network

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

Meter Access

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

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions::

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017,
- (b) the Owner has submitted the interconnection application prior to September 9, 2017,
- (c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or
- (d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Owner replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Document and Fee Requirements

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

Stale Agreements

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

² A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

Agreement Package:

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

Required Documents for New Applicants:

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

PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEMV Eligible Renewable Electric Generation Facility and utility's Distribution System.
 - b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified inverters³ will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel or wind turbine manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below).
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEMV customers may be able to combine the generator output meter with an incentive meter. See Schedule NEMV for details and the cost.
3. **Site Diagram** – The site diagram must show the building or buildings at the same Service Delivery Point that will be included as part of the NEMV Arrangement that meets the single Service Delivery Point requirement in the Applicability Section of NEMV, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.
4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMV Generating Facility location:

³ The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html

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

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

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

Insuring Company's Name: _____

Insurance Policy # _____

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

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

Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be emailed (with all aforementioned documents scanned and included as attachments) to PG&E at the address noted in Part V Section G, "Notices".

Part IV – General Facility

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

Date: _____

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

Yes

If yes, specify what kind of generator _____

No

C. Are there any possible generator meter access issues?

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

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

No

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

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

Yes

If yes, what program are you on? _____

No.

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

Yes

No. Reason: _____

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

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

Yes

No. Reason: _____

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

Location: _____

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

Yes - What restriction? _____

No.

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

Yes

No. Reason: _____

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

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

Yes.

No.

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

Yes - Describe: _____

No.

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

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

- Yes - Describe: _____
 No.

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

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

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

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

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

Duration _____

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

- Yes
 No

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

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

- Yes
 No

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

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

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

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

B. Inverters interconnected with PG&E

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

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

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ⁴ kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1						
2						

C. Photovoltaic Generator Equipment

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

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁵ (kW)	Inverter number from (B.) above (1 or 2)
1						
2						

D. Wind Turbine Equipment (if applicable)

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

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Nameplate Rating kW (per unit) ⁶	Wind Turbine CEC Rating (kW) per unit	Quantity of Wind Turbines	Total Capacity (kW) ⁷	Turbine Output Voltage	Single or Three Phase	Inverter number from (B) above (1 or 2)
1									

E. Service Panel Short Circuit Interrupting Rating

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

F. Maximum 3-Phase Fault Current Contribution

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

G. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E/Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

⁴ The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

⁵ The total capacity is the PV panel rating times the quantity.

⁶ For all generation equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications.

⁷ The total capacity is the PV panel (or wind turbine) rating times the quantity.

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

H . Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

I . Term of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMV.

J . Governing Authority

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

K. Appendix A, Appendix B and Appendix C

Attached to this agreement are:

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

Owner Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

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

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

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

Section 1 Instructions

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

Owner Name	Address	Date

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

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

- c. Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEMV. Alternatively, an Applicant may fill out the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to NEMVGen@pge.com. The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements in the NEMV Applicability Section to be Eligible for Schedule NEMV.

Please note for each row:

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

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

Section 2

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

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

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

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

Address of Generator _____

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

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

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____

Appendix C – Generator Interconnection Point Documentation

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

Applicant attaches the following Documentation:

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

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



Electric Sample Form No. 79-1131-02

Sheet 1

NEM2V Application and Interconnection Agreement for a Solar (PV)
or Wind Generating Facility of 1 MW or Less

**Please Refer to Attached
Sample Form**



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

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

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

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

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

A. Applicability and Purpose:

This *Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility* (Agreement) applies to electric Rate Schedule NEM2V—*Virtual Net Energy Metering Service* for a multi-tenant or multi-meter Eligible NEM2V installation on a single Premises, as defined in Electric Rule 1 for the Owner or designated agent of the Owner (Owner) who interconnects a single solar photovoltaic and/or wind generating facility sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2V) of the past year (Renewable Electric Generation Facility) that is on a single Premises, as defined in Electric Rule 1¹ with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEM2V, that meets all the applicability requirements in Schedule NEM2V, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

The purpose of this Agreement is to allow the Owner to interconnect the Renewable Electric Generation Facility with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2V. Owner has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Electric System, primarily to offset part or all of the NEM2V Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service on a as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Note: If this application is for a Renewable Electric Generation Facility with a generator type that is other than solar (PV) and wind covered in Schedule NEM2V, please use Application "Rule 21 Generator Interconnection Application" (Form 79-1174-02).

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E to initiate PG&E's interconnection review of the proposed Generating Facility.

¹ From Electric Rule 2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served..



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

- A New NEM2V Renewable Electric Generation Facility interconnection (at an existing service).
- For Physical/Electrical Changes to an interconnected NEM2V Renewable Electric Generation Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- A New NEM2V interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- A Reallocation of Eligible Energy Generation Credits under NEM2V for an Existing Renewable Electric Generation Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEM2V accounts.

Special Condition 6 of Schedule NEM2V requires that any Customer with an existing generating facility and meter who enters into a new NEM2V agreement shall complete and submit a copy of Form 79-1125 *NEM / NEMV / NEMVMASH Inspection Report* to PG&E, unless the electrical generating facility and meter have been installed and/or inspected within the previous three years.

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

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

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

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



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

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

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Renewable Electric Generation Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements that may result in charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf (Form 79-1095)*, which may be found at:

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

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

Part II – Selecting the Study Process

Please check one:

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

Part III – Requirements for Interconnection

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

Permission to Interconnect

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

Safe Operation of the Renewable Electric Generation Facility

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

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM2V Owner's Renewable Electric Generation Facility. **Please contact Electric Generation Interconnection by email nemvgen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.**

Meter Access

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

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions::

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Owner has submitted the interconnection application prior to September 9, 2017,
- (c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or
- (d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Owner replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

² A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.



- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Document and Fee Requirements

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

Stale Agreements

If this agreement is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEM2V.

CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

Interconnection Fees

Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

A. Agreement Package:

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

Required Documents for New Applicants:

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

PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEM2V Eligible Renewable Electric Generation Facility and utility's Electric System.



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- b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified inverters³ will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel or wind turbine manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below).
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEM2V customers may be able to combine the generator output meter with an incentive meter. See Schedule NEM2V for details and the cost.
3. **Site Diagram** – The site diagram must show the building or buildings on a single Premises that will be included as part of the NEM2V Arrangement that is located on a single Premises and satisfies the requirements in the Applicability Section of NEM2V, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.
4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEM2V Generating Facility location:
- Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a Renewable Electric Generation Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.
- To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.
 - I **have** insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEM2V Generating Facility location.
 Insuring Company's Name: _____
 Insurance Policy # _____
 - I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEM2V Generating Facility location.
5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**

³ The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html



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- 6. Schedule NEM2V may include charges where applicable, including but not limited to that in Special Conditions: 1 (metering), 2 (one-time set-up or modification charges) and/or 3 (demand credit set-up charges).
- 7. **Appendix C Site Assessment Documentation** as described in the cover sheet for Appendix C.

Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be emailed (with all aforementioned documents scanned and included as attachments) to PG&E at the address noted in Part V Section G, "Notices".

Part IV – General Facility

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

Date: _____

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

Yes

If yes, specify what kind of generator _____

No

C. Are there any possible generator meter access issues?

Yes If yes, check all that apply:

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

No

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

Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Qualified Customers will be based on the Qualified Customer's metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) should also exclude from consideration any impacts of NEM2V generation.

Yes **If yes**, what program are you on? _____

No.

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

Yes

No. Reason: _____

If after review of a customer's NEM2V application PG&E determines a site assessment is essential, then PG&E may conduct a site assessment. Please note that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

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

Yes

No. Reason: _____



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

Location: _____

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

- Yes - What restriction?
No.

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

- Yes
No. Reason:

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

- Yes.
No.

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

- Yes - Describe:
No.

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

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

- Yes - Describe:
No.

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

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

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

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

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

Duration _____



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

- Yes
- No

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

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

- Yes
- No

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

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

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

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

B. Inverters interconnected with PG&E

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

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

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ⁴ kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1						
2						

C. Photovoltaic Generator Equipment

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

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁵ (kW)	Inverter number from (B.) above (1 or 2)
1						
2						

⁴ The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

⁵ The total capacity is the PV panel rating times the quantity.



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D. Wind Turbine Equipment (if applicable)

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

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Nameplate Rating kW (per unit) ⁶	Wind Turbine CEC Rating (kW) per unit	Quantity of Wind Turbines	Total Capacity (kW) ⁷	Turbine Output Voltage	Single or Three Phase	Inverter number from (B) above (1 or 2)
1									

E. Service Panel Short Circuit Interrupting Rating

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

F. Maximum 3-Phase Fault Current Contribution

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

G. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E/Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

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

H . Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

I . Term of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEM2V.

⁶ For all generation equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications.

⁷ The total capacity is the PV panel (or wind turbine) rating times the quantity.



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J . Governing Authority

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

K . Warranties or Service Agreements

Customer-Generator certifies as a part of this interconnection request for NEM2 that (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

L. Appendix A, Appendix B and Appendix C

Attached to this agreement are:

- *Appendix A - Designation of NEM2V Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation*
- *Appendix B – Owner Affidavit Warranting That NEM2V Arrangement Is Sized to Load; and*
- *Appendix C – Generator Interconnection Tie-in Point Documentation*

Owner Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

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



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Appendix A – Designation of NEM2V Generating Account and Benefitting Accounts and Their Respective Eligible Energy Credit Allocation

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

Section 1 Instructions

- a. Complete the section below (this information must match the Owner information on the associated *Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less Serving Multi-Tenant And Multi-Meter Property* for the same NEM2V Renewable Electric Generation Facility.

Owner Name	Address	Date

- b. Is this an application to establishing the Annual Eligible Energy Credit Allocation for a new NEM2V Arrangement or for a change to the Allocation for an existing NEM2V facility, as described in either NEM2V Special Condition 2 or 3(g)?
 - This application is for an allocation for the initial, new NEM2V Arrangement:
 - This application is for a reallocation for an existing NEM2V Arrangement:
- c. Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEM2V. Alternatively, an Applicant may fill out the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to NEMVGen@pge.com. The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable single Premises requirements in the NEM2V Applicability Section to be Eligible for Schedule NEM2V.

Please note for each row:

- **Account Type** – (required) – The Generator Account row should be completed for the pertinent information for each column indicated; the Benefitting Account rows should be complete for the pertinent information for each column indicated. If there are more Benefitting Accounts than will fit on one page please use additional sheets as required and number pages accordingly.
- **Account Address** – (required) -- Provide an address, including unit / apartment number, for all Accounts (for the Generator Account you may use the street address of the building upon which the generator will be installed).
- **Occupant’s / Owner’s Name** – (required) - For the Generator Account enter the Owner’s name; for all Benefitting accounts enter the name of the occupant or PG&E customer name for that location.
- **PG&E Meter Number** – (required) - Enter the PG&E Meter Numbers for the all benefitting accounts.
- **Otherwise Applicable Rate Schedule** – required -- Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for the Generator Account and all Benefitting Accounts.
- **Eligible Allocation Percentage** – (required) -- For each Benefitting Account listed, enter the Eligible Allocation Percentage to two decimal places. The Eligible Energy Allocation Percentage for each Benefitting Account should be established so that the annual kilowatt hours allocated offsets no more than part or all of the customer’s own annual electrical requirements. The total of all Benefitting Account Eligible Allocation Percentages in Appendix A for this NEM2V Arrangement must equal exactly 100%. If Owner is changing the Eligible Allocation Percentage on an existing NEM2V Arrangement, please list all allocations to confirm they add up to 100% and **circle** the changed allocations.
- **Designated Unallocated Credit Account** “system operator/qualified customer” has the option to designate the disposition of unallocated credits to either: the Common Area Account, or one Benefitting Account. In the NEM2V tariff this is referred to as the “Default Account.”
- **Appendix A, Section 2 Page Numbers** – In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2, Account List. (Start with Page 1 and do not count the page numbers for this instruction page. Also indicate on one of the pages if the allocation is for a new Arrangement or an existing Arrangement).

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



NEM2V

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

Section 2

Account Type	Account Address <i>(required field)</i> (for Generator Account use street address for building with generator account)	Occupant's Name, <i>(Required field)</i> (Generator Accounts <i>should be under the Owner's Name</i>) Please use name listed on PG&E Account bill)	PG&E Meter Number <i>(Required field)</i>	Otherwise Applicable Rate Schedule <i>(Required field)</i>	Eligible Allocation Percentage <i>(required – to 2 decimal places, the sum of all Benefitting Account Allocation must total 100%. For changes to Existing NEM2V Arrangements, list all percentages but circle all changed percentages)</i>	Designated Unallocated Credit Account <i>(optional – check one Common Area or Benefitting Account to receive unallocated credits)</i>
Generator Account						
Benefitting Accounts						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A, Section 2 Page _____ of _____
 Is this a reallocation of an existing NEM2V Arrangement? Yes N

Please complete this agreement in its entirety



NEM2V

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

Appendix B – Owner Affidavit Warranting That NEM2V Arrangement Is Sized to Load

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

Address of Generator _____

In accordance with Schedule NEM2V, I, Owner warrant that:

- 1) the Generator Account associated with this NEM2V agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts in this NEM2V Arrangement, and
- 2) the Eligible Allocation Percentage established for each Benefitting Account in Appendix A is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____



Appendix C – Generator Interconnection Point Documentation

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

Applicant attaches the following Documentation:

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

Note: If after review of a customer's NEM2V application PG&E determines a site assessment is needed, then PG&E may conduct a site assessment. Owners are reminded that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.



Electric Sample Form No. 79-1136 Sheet 1
PG&E INTERCONNECTION AGREEMENT FOR AN EXISTING SMALL GENERATING FACILITY
INTERCONNECTING TO THE DISTRIBUTION SYSTEM UNDER RULE 21

**Please Refer to Attached
Sample Form**



*Pacific Gas and
Electric Company*®

**RULE 21 GENERATOR
INTERCONNECTION AGREEMENT FOR
EXPORTING GENERATING FACILITIES
INTERCONNECTING UNDER THE FAST
TRACK PROCESS**

PG&E

Interconnection Agreement

For an Existing Small Generating Facility

Interconnecting to the Distribution System

Under Rule 21



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

PG&E Interconnection Agreement for an Existing Small Generating Facility Connecting to the Distribution System, Under Rule 21

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RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

PG&E Interconnection Agreement for an Existing Small Generating Facility Connecting to the Distribution System, Under Rule 21

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

Distribution Provider Information

[Contact Information to be supplied]

Interconnection Customer Information

[Contact Information to be supplied]

Interconnection Customer Application No:

PG&E Log ID _____ Queue# _____ -RD

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

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

WHEREAS, Interconnection Customer is a Qualifying Facility ("QF") selling all of its exports to the grid to the Distribution Provider under a power purchase agreement



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

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

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

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

Article 1. Scope and Limitations of Agreement

1.1. Applicability

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

1.2. Purpose

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

1.3. No Agreement to Purchase or Deliver Power

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



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1.4. Limitations

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

1.5. Responsibilities of the Parties

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

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

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

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

1.5.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective



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sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Distribution and Transmission Systems, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

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

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

1.6. Parallel Operation Obligations

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

1.7. Metering

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

1.8. Reactive Power

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and Small Generating Facility shall be capable of operating within a power factor range from 0.9 leading to 0.9 lagging unless the Distribution Provider has established different



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requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

1.9. Capitalized Terms

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

1.10 Smart Inverters

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer's inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:



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- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Interconnection Customer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

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

2.1. Equipment Testing and Inspection

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

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Distribution Provider final inspection clearance from the governmental authority having jurisdiction over the generating system



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interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.

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

2.2. Authorization Required Prior to Parallel Operation

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

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

2.3. Right of Access

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



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Business Days prior to conducting any on-site verification testing of the Generating Facility.

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

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

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

3.1. Effective Date

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

3.2. Term of Agreement

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

3.3. Termination

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

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

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



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

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

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

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

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

3.4. Temporary Disconnection

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

3.4.1. Emergency Conditions - "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected Systems; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection



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Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2. Routine Maintenance, Construction, and Repair

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

3.4.3. Forced Outages

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

3.4.4. Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the



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

3.4.5. Modification of the Generating Facility

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

3.4.6. Reconnection

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

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection



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Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

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

4.2. Distribution Upgrades

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

Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

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

5.2. Network Upgrades

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

5.3. (Intentionally Omitted).



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5.4. Rights Under Other Agreements

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

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

6.1. Billing and Payment Procedures and Final Accounting

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

6.2. Milestones

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



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

7.1. Assignment

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

7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;

7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.

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

7.2. Limitation of Liability

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

7.3. Indemnity

7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under



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this provision is exempt from the general limitations on liability found in article 7.2.

- 7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4. Consequential Damages

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



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may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. Uncontrollable Force

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

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

7.6. Default

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



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shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

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

Article 8. Insurance

8.1. 8.1 General Liability and Additional Insurance

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

8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider's commercial practice. Such



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insurance or self-insurance shall not exclude coverage for the Distribution Provider's liabilities undertaken pursuant to this Agreement.

8.3. Notification

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

Article 9. Confidentiality

9.1. Definition of Confidential Information

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

9.2. Treatment of Confidential Information

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

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

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

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Article 10. Disputes

10.1. Dispute Resolution

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

Article 11. Taxes

11.1. Applicable Tax Laws and Regulations

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

11.2. Maintenance of Tax Status

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

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules

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

12.2. Amendment

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



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12.3. No Third-Party Beneficiaries

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

12.4. Waiver

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

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

12.5. Entire Agreement

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

12.6. Multiple Counterparts

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



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12.7. No Partnership

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

12.8. Severability

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

12.9. Security Arrangements

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

12.10. Environmental Releases

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

12.11. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this



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Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

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

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

12.12. CPUC Modifications

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

12.13. Review of Records and Data

12.13.1. Distribution Provider shall have the right to review and obtain copies of Interconnection Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.

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



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from time to time pursuant to the CEC's, CAISO's or CPUC's rules and regulations.

Article 13. Notices

13.1. General

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

If to the Interconnection Customer:

[Contact Information to be supplied]

If to the Distribution Provider:

[Contact Information to be supplied]

13.2. Billing and Payment

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

Interconnection Customer:

[Contact Information to be supplied]



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Distribution Provider:

[Contact Information to be supplied]

13.3. Alternative Forms of Notice

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

If to the Interconnection Customer:

[Contact Information to be supplied]

If to the Distribution Provider:

[Contact Information to be supplied]

13.4. Designated Operating Representative

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



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Interconnection Customer's Operating Representative:

[Contact Information to be supplied]

Distribution Provider's Operating Representative:

[Contact Information to be supplied]

13.5. Changes to the Notice Information

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

Article 14. Signatures

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

_____	_____
<i>(Interconnection Company Name)</i>	<i>(Distribution Provider Company Name)</i>
_____	_____
<i>(Signature)</i>	<i>(SIGNATURE)</i>
_____	_____
<i>(Print Name)</i>	<i>(PRINT NAME)</i>
_____	_____
<i>(Title)</i>	<i>(TITLE)</i>
_____	_____
<i>(Date)</i>	<i>(DATE)</i>



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Attachment 1

Attachment 1

Glossary of Terms

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

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

Business Day – Monday through Friday, excluding Federal Holidays.

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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



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Attachment 2

Attachment 2

**Description of the Generating Facility,
Interconnection Facilities, Metering Equipment and
Distribution System Upgrades**

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



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Attachment 3

Attachment 3

**Description Of Generating Facility
And Single-Line Diagram,
(Provided by Producer)**



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Attachment 4

Attachment 4

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

Table with 4 columns: Milestone, Date, Responsible Parties. Multiple empty rows for data entry.

Agreed to by:

For the Distribution Provider:

_____ Date _____

For the Transmission Owner (if applicable):

_____ Date _____

For the Interconnection Customer:

_____ Date _____



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Attachment 5

Attachment 5

**Additional Operating Requirements for the
Distribution Provider's Distribution System, and
Affected Systems Needed to Support the
Interconnection Customer's Needs**

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer for parallel operation with the Distribution Provider's Distribution System.



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Attachment 6**

Attachment 6

**Distribution Provider's Description of its Upgrades
and Cost Responsibility**

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



Electric Sample Form 79-1137

Sheet 1

Interconnection Agreement for Net Metering for a Renewable Electrical
Generation Facility of 1,000 kW or Less, Except Solar Or Wind

**Please Refer to Attached
Sample Form**



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

This *Interconnection Agreement for Net Energy Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM (if this is a NEM Solar or Wind Generating Facility, please use form 79-978) (Generating Facility) in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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 account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.

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

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

- 2.6 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.
- 2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.
- 2.9 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.10 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

² A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments, (continued next page)
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

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- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).
- Appendix C Schedule NEM / NEMV Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.
- Appendix D NEM Load Aggregation Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

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

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

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

5. TERM AND TERMINATION

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

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.

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- (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 normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a

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

completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (Between 30 kW and 1000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

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:



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

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

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

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

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



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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.



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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.



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18. SIGNATURES

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

Customer-Generator's Name

Authorized by (Print)

Signature

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Print)

Signature

Title

Date



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



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APPENDIX B
(If Applicable)

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



**INTERCONNECTION AGREEMENT FOR NET
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Appendix C

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

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

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	

NEM / NEMV Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an "Eligible Customer-Generator" and its Generating Facility.
- (2) (a) meets the requirements of a "Renewable Electrical Generation Facility", as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.³ (Eligibility Requirements).

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

- If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

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



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

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

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____



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Date: _____



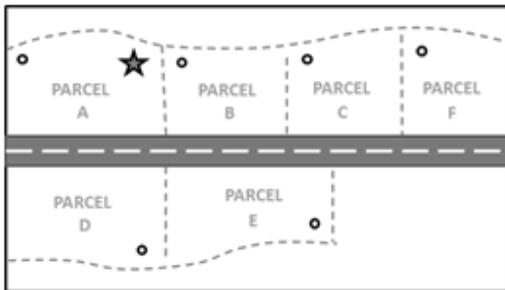
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

Appendix D NEM LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In accordance with Schedule NEM, I, Customer-Generator represent and warrant under penalty of perjury that:

- 1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and
- 2) Each of the aggregated account meters associated with this NEM generator account are located either:
 - (i) on the property where the renewable electrical generation facility is located, or
 - (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



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

- 3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and
- 4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and
- 5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title



Electric Sample Form No. 79-1137-02

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a
Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND

This INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND (Agreement) ¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM2 (if this is a NEM Solar or Wind Generating Facility less than 1,000 kWh, please use form 79-978) (Generating Facility) in parallel with PG&E’s Electric System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator’s Generating Facility. Customer-Generator’s Generating Facility is intended primarily to offset part or all of the Customer-Generator’s own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E’s electric rate Schedule NEM2 (NEM2), 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 Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

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

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.

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

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

2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.

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

2.10 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

² A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments, (continued next page)
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority

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(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

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

Appendix C Schedule NEM2 / NEM2V Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.

Appendix D NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.

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:

having jurisdiction over the generating system.

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

6. GENERATING FACILITY REQUIREMENTS

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

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- 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* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND* (Form 79-1137-02); 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 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Applicant certifies as a part of each interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric 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 an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix 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

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incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

- 9.1 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.
- 9.2 Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.
- 9.3 The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.4 PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

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.
- 9.5 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.
 - 9.6 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. Customer-Generators such as state agencies that self-insure



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under this section are exempt from Section 10.1.

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.

- 9.7 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.

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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. DISPUTES

15.1 Dispute Resolution

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

16. REVIEW OF RECORDS AND DATA

16.1 Applicable Tax Laws and Regulation

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

16.2 Maintenance of Tax Status

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



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

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

18. AMENDMENT AND MODIFICATION

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

19. ENTIRE AGREEMENT

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

20. SIGNATURES

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

<i>(Customer-Generator's Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>

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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

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APPENDIX B (If Applicable)

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

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Appendix C

SCHEDULE NEM2 CUSTOMER-GENERATOR WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER- GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE CALIFORNIA PUBLIC UTILITIES CODE

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 or NEM2V interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	

NEM2 / NEM2V Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an “Eligible Customer-Generator” and its Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.³ (Eligibility Requirements).

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

- If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

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

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



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

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 or NEM2V, Net Energy Metering Service for Eligible Customer-Generators.

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

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Appendix D NEM2 LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

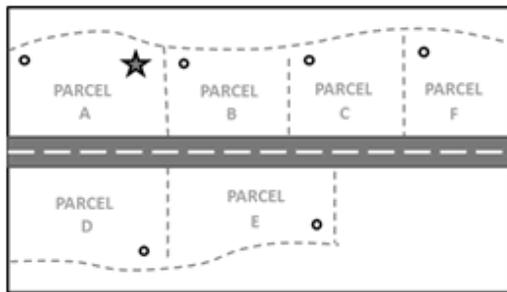
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



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

- ★ = RENEWABLE ELECTRICAL GENERATING FACILITY
- = METER
- = ELIGIBLE

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

4) Customer-Generator agrees to notify PG&E if there

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title



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

Sheet 1

**Please Refer to Attached
Sample Form**



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



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

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

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

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

A. Applicability and Purpose:

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

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

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

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

C. NEM Transition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part II – Selecting the Study Process

Please check one:

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

Part III – Requirements for Interconnection

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

Permission to Interconnect

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

Safe Operation of the Renewable Electric Generation Facility

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

Interconnections on PG&E's Secondary Network

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

Please complete this agreement in its entirety

Meter access

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

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Owner has submitted the interconnection application prior to September 9, 2017,
- (c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or
- (d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Owner replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Document and Fee Requirements

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

Stale Applications

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

A. Application Package:

² A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

Please complete this agreement in its entirety

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

Required Documents for New Applicants:

1. A completed copy of this **Application, including completed Appendices A, B and C as well as the Supplemental Data Collection Form (see Part I Section B above).** *Please note:* the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Application, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Benefitting accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Benefitting accounts will be defaulted to Rate Schedule E-1, for residential accounts, A1 for general service accounts (unless required to be on a mandatory rate schedule such as E19 or E20), and AG-1 for agricultural rates when establishing how Owner's Benefitting Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.
2. A **single-line diagram** showing Owner's actual installation of his/her Renewable Electric Generation Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all generators, circuit breakers and other protective devices of the Renewable Electric Generation Facility, the general location of the Owner's loads relative to the Renewable Electric Generation Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.
PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEMV Eligible Renewable Electric Generation Facility and utility's Distribution System.
 - b. A description of the specific **inverter(s)**, if any, used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified inverters³ will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment Owner plans to install**. The description must include the generator manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified equipment will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote below). For generator equipment that is not CEC certified, Applicant may need to provide additional information and/or documentation at PG&E's request.
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEMV customers may be able to combine the generator output meter with an incentive meter. See Schedule NEMV for details and the cost.
3. **Site Diagram** – The site diagram must show the building or buildings at the same Service Delivery Point that will be included as part of the NEMV Arrangement that meets the single Service Delivery Point requirement in the Applicability Section of NEMV, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.
4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMV Generating Facility location:

³ The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html
Please complete this agreement in its entirety

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

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

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

Insuring Company's Name: _____

Insurance Policy # _____

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

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

Internet Application Forms

If this Application has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be emailed (with all aforementioned documents scanned and included as attachments) to PG&E at the address noted in Part V Section E, "Notices".

Part IV – General Facility

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

Date: _____

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

Yes

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

No

C. Are there any possible generator meter access issues?

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

Locked Room/Gate

Meter located inside of facility/residence

Unrestrained animal at meter or AC disconnect switch location

Other (Please explain) _____

No

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

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

Yes

If yes, what program are you on? _____

No.

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

Yes

No. Reason: _____

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

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

Yes

No. Reason: _____

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

Location: _____

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

Yes - What restriction? _____

No.

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

Yes

No. Reason: _____

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

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

Yes.

No.

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

Yes - Describe: _____

No

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

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

- Yes - Describe: _____
 No.

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

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

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

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

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

Duration _____

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

- Yes
 No

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

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

- Yes
 No

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

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

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

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

B. Generating Equipment

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

1. Generation Equipment Detailed Description

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

Please complete this agreement in its entirety

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

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

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

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

C. Service Panel Short Circuit Interrupting Rating

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

D. Maximum 3-Phase Fault Current Contribution

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

E. Notices - Mailing Instructions and Assistance:

When this Application has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

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

F. Governing Law

This Application shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

G. Term of Application

After receipt of all applicable fees, required documents, and this completed Application, this Application shall become effective on the date of PG&E issues the permission to operate letter. This Application shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMV.

H. Governing Authority

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

I. Appendix A, Appendix B and Appendix C

Attached to this Application are:

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

Owner Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

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

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

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

Section 1 Instructions

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

Owner Name	Address	Date

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

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

3) Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEMV. Alternatively, an Applicant may fill out the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to Rule21gen@pge.com. The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements in the NEMV Applicability Section to be Eligible for Schedule NEMV.

Please note for each row:

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

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

Section 2

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

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

Please complete this agreement in its entirety

Automated Document, Preliminary Statement Part A

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

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

Address of Generator _____

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

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

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____

Appendix C – Generator Interconnection Point Documentation

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

Applicant attaches the following Documentation:

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

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



**RULE 21 GENERATOR
INTERCONNECTION AGREEMENT FOR
EXPORTING GENERATING FACILITIES
INTERCONNECTING UNDER
THE FAST TRACK PROCESS**

**RULE 21
GENERATOR INTERCONNECTION AGREEMENT
FOR
EXPORTING GENERATING FACILITIES INTERCONNECTING
UNDER THE FAST TRACK PROCESS
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
[CUSTOMER NAME]
FOR PROJECT:
[Project Name]
[City, State Zip]

[PG&E Log I.D]
[Queue# XXXX-RD]**



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

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AGREEMENT FOR EXPORTING GENERATING
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**RULE 21 GENERATOR INTERCONNECTION
AGREEMENT FOR EXPORTING GENERATING
FACILITIES INTERCONNECTING UNDER
THE FAST TRACK PROCESS**

This Interconnection Agreement (“Agreement” or “GIA”) is made and entered into this _____ day of _____, 20__, by _____ (“Distribution Provider”), and _____ (“Interconnection Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties.”

Distribution Provider Information

[Contact information to be supplied]

Interconnection Customer Information

[Contact information to be supplied]

Interconnection Customer Application No: _____

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

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

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

(Insert Description or N/A)

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



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

Article 1. Scope and Limitations of Agreement

1.1. Applicability

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

1.2. Purpose

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

1.3. No Agreement to Purchase of Deliver Power

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

1.4. Limitations

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

1.5. Responsibilities of the Parties

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

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



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

- 1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System, Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider and any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.
- 1.5.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Transmission System, Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.5.6. The Distribution Provider shall coordinate with Affected Systems to support the interconnection.
- 1.5.7. The Interconnection Customer shall maintain QF status during the term of this Agreement.
- 1.6. Parallel Operation Obligations
- Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.



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1.7. Metering

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

1.8. Reactive Power

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

1.9. Capitalized Terms

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

1.10. Smart Inverters

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer's inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.



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(Smart inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Interconnection Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

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

2.1. Equipment Testing and Inspection

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Interconnection Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



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- 2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.
- 2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.
- 2.2. Authorization Required Prior to Parallel Operation
- 2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.
- 2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.
- 2.3. Right of Access
- 2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first operates in parallel to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five (5) Business Days prior to conducting any on-site verification testing of the Generating Facility.

- 2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3. Costs associated with this Article are subject to the relevant provisions of Rule 21.

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

3.1. Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2. Term of Agreement

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

3.3. Termination

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

- 3.3.1. The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider twenty (20) Business Days written notice.
- 3.3.2. Either Party may terminate this Agreement after Default pursuant to article 7.6.
- 3.3.3. In addition, if the basis for Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining QF status and selling all its exports to the grid to Distribution Provider under a PURPA PPA, then this provision applies and Distribution Provider may terminate this



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Agreement if Interconnection Customer fails to maintain its QF status for the term of this Agreement or upon termination of Interconnection Customer's PURPA PPA.

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

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

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

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

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

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

3.4. Temporary Disconnection

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

3.4.1. Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is



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

3.4.2. Routine Maintenance, Construction, and Repair

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

3.4.3. Forced Outages

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

3.4.4. Adverse Operating Effects



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

3.4.5. Modification of the Generating Facility

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

3.4.6. Reconnection

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

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

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



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Interconnection Customer, such other entities, and the Distribution Provider.

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

4.2. Distribution Upgrades

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

Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

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

5.2. Network Upgrades

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

5.2.1. Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff, currently Section 12.3.2 of Appendix Y, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise



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

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

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



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5.3. [Intentionally Omitted]

5.4. Rights Under Other Agreements

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

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

6.1. Billing and Payment Procedures and Final Accounting

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

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

6.2. Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this



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

6.3. Financial Security Arrangements

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

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

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

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

7.1. Assignment

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



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- 7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;
- 7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.
- 7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2. Limitation of Liability

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

7.3. Indemnity

- 7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.
- 7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.



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- 7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4. Consequential Damages

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

7.5. Uncontrollable Force

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



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

7.6. Default

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

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

Article 8. Insurance

8.1. General Liability and Additional Insurance

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such



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insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten (10) Business Days prior to the anticipated Parallel Operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2. Maintenance of Insurance

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

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1. Definition of Confidential Information

The confidentiality provisions applicable to this Agreement are set forth in Section D.7, Confidentiality of Rule 21 and in the following provisions included in this Article.

9.1.1. Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing



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Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

9.1.2. Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

9.1.3. No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.1.4. Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

9.1.5. Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.1.6. Remedies



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The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

Article 10. Disputes

10.1. Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 11. Taxes

11.1. Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

11.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules



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The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4. Waiver

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5. Entire Agreement

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.



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12.6. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9. Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. Subcontractors



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Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

- 12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12. CPUC Modification

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

12.13. Review of Records and Data

- 12.13.1. The Distribution Provider shall have the right to review and obtain copies of Interconnection Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.
- 12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission ("CEC"), the CAISO, and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's, CAISO's, or CPUC's rules and regulations.



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Article 13. Notices

13.1. General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:
[Contact information to be supplied]

If to the Distribution Provider:
[Contact information to be supplied]

13.2. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:
[Contact information to be supplied]

Distribution Provider
[Contact information to be supplied]

13.3. Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given



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by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:



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If to the Interconnection Customer:
[Contact information to be supplied]

If to the Distribution Provider:
[Contact information to be supplied]

13.4. Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:
[Contact information to be supplied]

Distribution Provider's Operating Representative:
[Contact information to be supplied]

13.5. Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.



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Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

_____	_____
<i>(Interconnection Customer Name)</i>	<i>(Distribution Provider Name)</i>
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>

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— ATTACHMENT 1 —**

Glossary of Terms

Affected System - An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

Applicable Laws and Regulations - All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day - Monday through Friday, excluding Federal and State Holidays.

Contact Information – Contact information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

Default - The failure of a breaching Party to cure its breach under the Agreement.

Distribution Owner - The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Agreement to the extent necessary.

Distribution Provider - The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution System - Those non-CAISO transmission and distribution facilities, owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades - The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

Fast Track Process - The interconnection study process set forth in Section F.2 of Rule 21.



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Generating Facility -The Interconnection Customer's device for the production or storage of electricity identified in Attachment 2 of the Agreement, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority - Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer - Any entity, including the Distribution Provider, Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider's Distribution System. The definition of "Interconnection Customer" in this Agreement is intended to be identical to and used interchangeably with the definition of "Producer" in Rule 21.

Interconnection Facilities - The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.



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Network Upgrades - Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements - Any operating and technical requirements that may be applicable due to Regional Transmission Organization, the CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Agreement.

Party or Parties - The Distribution Provider, Distribution Owner, Interconnection Customer, Producer or any combination of the above.

Point of Interconnection - The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts - With respect to an action required to be attempted or taken by a Party under the Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Transmission System - Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

Upgrades - The required additions and modifications to the Distribution Provider's Distribution System and Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.



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— ATTACHMENT 2 —**

**Description and Costs of the Generating Facility,
Interconnection Facilities and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.



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**One-line Diagram Depicting the Generating Facility, Interconnection
Facilities, Metering Equipment, and Upgrades**



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— ATTACHMENT 4 —**

Attachment 4

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	<u>Milestones</u>	<u>Date</u>	<u>Responsible Party</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

Agreed to by:

For the Distribution Provider _____ Date _____

For the Distribution Owner (If Applicable) _____ Date _____

For the Interconnection Customer _____ Date _____



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— ATTACHMENT 5 —**

**Additional Operating Requirements for the Distribution Provider's
Distribution System and Affected Systems Needed to Support
the Interconnection Customer's Needs**

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Distribution Provider's Distribution System.



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THE FAST TRACK PROCESS
— ATTACHMENT 6 —**

**Distribution Provider's Description of its Upgrades
and Cost Responsibility**

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.



Electric Sample Form No. 79-1144-02

Sheet 1

Rule 21 Generator Interconnection Agreement for Net Energy Metering (NEM2)
Generating Facilities Greater than 1,000 Kilowatts Interconnecting Under the Fast Track Process

**Please Refer to Attached
Sample Form**



**RULE 21 GENERATOR
INTERCONNECTION AGREEMENT FOR
NET ENERGY METERING (NEM-2)
GENERATING FACILITIES GREATER
THAN 1,000 KW INTERCONNECTING
UNDER
THE FAST TRACK PROCESS**

**RULE 21
GENERATOR INTERCONNECTION AGREEMENT
FOR
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM-2)
GENERATING FACILITIES GREATER THAN 1,000 KW
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
[CUSTOMER NAME]
FOR PROJECT:
[Project Name]
[City, State Zip]

[PG&E Log I.D]
[Queue# XXXX-RD]**



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM-2) GENERATING FACILITIES GREATER THAN 1,000 KW

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**RULE 21 GENERATOR INTERCONNECTION
AGREEMENT FOR NET ENERGY METERING
(NEM-2) GENERATING FACILITIES GREATER
THAN 1,000 KW**

This Interconnection Agreement (“Agreement” or “GIA”) is made and entered into this _____ day of _____, 20__, by _____ (“Distribution Provider”), and _____ (“Interconnection Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties.”

Distribution Provider Information

[Contact information to be supplied]

Interconnection Customer Information

[Contact information to be supplied]

Interconnection Customer Application No: _____

WHEREAS, Interconnection Customer proposes to interconnect to the Distribution System;

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a NEM2 eligible generating facility pursuant to California Public Utilities Code (PUC) section 2827.1 (as currently implemented by Commission Decision (D.)16-01-044); or

WHEREAS, the basis for the Parties entering into this Agreement is:

(Insert Description or N/A)

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM-2) GENERATING FACILITIES GREATER THAN 1,000 KW

Article 1. Scope and Limitations of Agreement

1.1. Applicability

This Agreement shall be used for an interconnection governed by the Distribution Provider's California Public Utilities Commission ("CPUC") approved Electric Rule 21 ("Rule 21") of a Generating Facility that is eligible for NEM2 pursuant to California Public Utilities Code (PUC) section 2827.1 (as currently implemented by Commission Decision (D.)16-01-044). This Agreement is not applicable to, Non-Export Producers, non-compensated exporting Producers, and Qualifying Facilities ("QF") selling all exports to the grid to the Distribution Provider under a power purchase agreement ("PPA") entered into pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA")

1.2. Purpose

This Agreement incorporates in its entirety the Distribution Provider's California Public Utilities Commission ("CPUC") approved Electric Rule 21 ("Rule 21"), subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System. In the event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3. No Agreement to Purchase of Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.

1.4. Limitations

Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5. Responsibilities of the Parties

1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.



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- 1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System, Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider and any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.
- 1.5.5. In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 1.5.6. Applicant certifies as a part of each interconnection request for NEM2 that
- 1.5.6.1. a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - 1.5.6.2. a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 1.5.7. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Transmission System, Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.



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1.5.8. The Distribution Provider shall coordinate with Affected Systems to support the interconnection.

1.5.9. The Interconnection Customer shall maintain NEM2 eligibility during the term of this Agreement.

1.6. Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7. Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8. Reactive Power

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

1.9. Capitalized Terms

Capitalized Terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.



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1.10. Smart Inverters

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer's inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Interconnection Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



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All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Interconnection Customer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1. Equipment Testing and Inspection

2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.

2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2. Authorization Required Prior to Parallel Operation

2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations to accommodate the Expected Date of Initial Operation.



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2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3. Right of Access

2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first operates in parallel to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five (5) Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3. Costs associated with this Article are subject to the relevant provisions of Rule 21.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1. Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2. Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.2.1. The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider twenty (20) Business Days written notice.



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- 3.2.2. Either Party may terminate this Agreement after Default pursuant to article 7.6.
- 3.2.3. In addition, if the basis for Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining NEM2 eligibility and metering for the receipt and delivery of electricity between Producer and Distribution Provider pursuant to California Public Utilities Code (PUC) section 2827.1 (as currently implemented by Commission Decision (D.)16-01-044), then this provision applies and Distribution Provider may terminate this Agreement if Interconnection Customer fails to maintain its NEM2 eligibility for the term of this Agreement.
- 3.2.3.1. If Section 3.3.3 applies, Interconnection Customer is responsible for maintaining NEM2 eligibility and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its NEM2 eligibility, or selling to a third-party. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the California Independent System Operator Corporation ("CAISO"), including penalties and charges incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.
- 3.2.3.2. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.
- 3.2.4. Upon termination of this Agreement, the Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.
- 3.2.5. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.2.6. This provisions of this article shall survive termination or expiration of this Agreement.
- 3.2.7. If the Generating Facility no longer falls within the scope and description provided in Section 1.1 of this Agreement, this Agreement is terminated.

3.3. Temporary Disconnection



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Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.3.1. Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected Systems(s); or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.3.2. Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.3.3. Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM-2) GENERATING FACILITIES GREATER THAN 1,000 KW

Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.3.4. Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may disconnect the Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.3.5. Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.3.6. Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities



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- 4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.
- 4.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

4.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 5.2.1 directs otherwise.

5.2.1. Repayment of Amounts Advanced for Network Upgrades



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To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

5.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

5.2.1.2. If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM-2) GENERATING FACILITIES GREATER THAN 1,000 KW

Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

5.3. [Intentionally Omitted]

5.4. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1. Billing and Payment Procedures and Final Accounting

6.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs, including any applicable taxes, of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2. Within three months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the



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Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2. Expected Date of Initial Operation

Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's Expected Date of Initial Operation. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and propose the earliest reasonable alternate date by which it can attain this and future milestones. .

6.3. Financial Security Arrangements

No more than 120 Calendar Days after the Effective Date of this agreement and at least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Distribution Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades. In addition:

6.3.1. The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2. The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Distribution Provider and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default

7.1. Assignment

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice and opportunity to object by the other Party; provided that:



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- 7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;
- 7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.
- 7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2. Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3. Indemnity

- 7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.
- 7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action, or failure to meet its obligations, under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.



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- 7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.
- 7.3.6. This entire Section 7.3 does not apply to either Party where the Interconnection Customer is prohibited from providing Distribution Provider the indemnity contained herein by CA Constitution Article XVI, Section 6, and where no law expressly authorizes such indemnity.

7.4. Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. Uncontrollable Force

7.5.1. As used in this article, an Uncontrollable Force Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable



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Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force."

7.5.2. If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6. Default

7.6.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1. General Liability and Additional Insurance



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The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten (10) Business Days prior to the anticipated Parallel Operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider's liabilities undertaken pursuant to this Agreement.

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1. Definition of Confidential Information

The confidentiality provisions applicable to this Agreement are set forth in Section D.7, Confidentiality of Rule 21 and in the following provisions included in this Article.

9.1.1. Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with



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such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

9.1.2. Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

9.1.3. No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.1.4. Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

9.1.5. Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.1.6. Remedies



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The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

Article 10. Disputes

10.1. Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 11. Taxes

11.1. Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

11.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations.



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Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4. Waiver

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5. Entire Agreement

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.



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12.7. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9. Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.



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12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12. CPUC Modification

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

12.13. Review of Records and Data

12.13.1. The Distribution Provider shall have the right to review and obtain copies of Interconnection Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.

12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission ("CEC"), the CAISO, and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's, CAISO's, or CPUC's rules and regulations.

Article 13. Notices

13.1. General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national



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currier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:
[Contact information to be supplied]



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If to the Distribution Provider:
[Contact information to be supplied]

13.2. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:
[Contact information to be supplied]

Distribution Provider
[Contact information to be supplied]

13.3. Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:
[Contact information to be supplied]

If to the Distribution Provider:
[Contact information to be supplied]



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13.4. Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

[Contact information to be supplied]

Distribution Provider's Operating Representative:

[Contact information to be supplied]

13.5. Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

(Interconnection Customer Name)

(Distribution Provider Name)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)



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Attachment 1

Glossary of Terms

Affected System - An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

Applicable Laws and Regulations - All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day - Monday through Friday, excluding Federal and State Holidays.

Contact Information – Contact information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

Default - The failure of a breaching Party to cure its breach under the Agreement.

Distribution Owner - The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Agreement to the extent necessary.

Distribution Provider - The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution System - Those non-CAISO transmission and distribution facilities, owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades - The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.



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Fast Track Process - The interconnection study process set forth in Section F.2 of Rule 21.

Generating Facility - The Interconnection Customer's device for the production or storage of electricity identified in Attachment 2 of the Agreement, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority - Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer - Any entity, including the Distribution Provider, Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider's Distribution System. The definition of "Interconnection Customer" in this Agreement is intended to be identical to and used interchangeably with the definition of "Producer" in Rule 21.

Interconnection Facilities - The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.



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Network Upgrades - Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements - Any operating and technical requirements that may be applicable due to Regional Transmission Organization, the CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Agreement.

Party or Parties - The Distribution Provider, Distribution Owner, Interconnection Customer, Producer or any combination of the above.

Point of Interconnection - The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts - With respect to an action required to be attempted or taken by a Party under the Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Transmission System - Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

Upgrades - The required additions and modifications to the Distribution Provider's Distribution System and Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.



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Attachment 2

**Description and Costs of the Generating Facility,
Interconnection Facilities and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment. Additionally, NEM program specific information relating to the Interconnection Customer's Generating Facility and any associated arrangements (i.e. NEM2, NEM2A, NEM2MT, NEM2V, NEM2VMSH (1 SDP), and NEMVMSH (DEV)) will be set forth in this attachment.



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Attachment 3

**One-line Diagram Depicting the Generating Facility, Interconnection
Facilities, Metering Equipment, and Upgrades**



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Attachment 4

Expected Date of Initial Operation

Expected Date of Initial Operation: _____

For the Interconnection Customer _____ Date _____



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Attachment 5

**Additional Operating Requirements for the Distribution Provider's
Distribution System and Affected Systems Needed to Support
the Interconnection Customer's Needs**

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Distribution Provider's Distribution System.



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Attachment 6

**Distribution Provider's Description of its Upgrades and Cost
Responsibility**

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF and participants in the Demand Response Programs below are not eligible to participate in NEM.
 - Peak Day Pricing (PDP)
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation (NEMA) is a program that allows customers with multiple meters to use the renewable energy generated at one meter (up to 1MW) to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
Service Address*	City*	CA State Zip*
Customer Phone Number	Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)	

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
---	---------------

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

Company Name	Contact Person
Contact Phone Number	Email

By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit Application Form 79-1151B and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the accompanying Application Form 79-1151B.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) Application Form 79-1151B, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM systems should be sized with an estimated annual production no larger than 110% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. For customers on a Time-of-Use rate, sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill. For customer who are not on a Time-of-Use rate, you might want to size your system larger (90-95% of your annual load), in order to minimize your electricity bill. Of course, individual circumstances may vary. Customers can obtain their usage data from www.pge.com/greenbutton. System sizing eligibility will be reviewed using the criteria below.

B. Generator System Sizing

Generator System Type: Solar Wind Both

Estimated Annual Production:

- Solar Systems > 5 kW (CEC-AC kW) or any system with wind, size is determined below. Please continue to fill out all of Section B.
- The Solar CEC-AC kW calculated from the Application cannot exceed 5% of the CEC-AC kW listed above

	(1) Solar CEC-AC rating ^A	_____ (kW) X 1,664 ^B	=	_____ (kWh)
AND/OR	(2) Wind Nameplate rating	_____ (kW) X 2,190 ^C		_____ (kWh)
	(3) Total Energy Production	(1) + (2)		_____ (kWh)

Estimated Annual Energy Usage:

	(4) Recent annual usage	_____ (kWh) X 1.1	=	_____ (kWh)
OR (If 12 months usage not available)	(5) Building size	_____ (sq ft) X 3.32 ^D		_____ (kWh)
AND	(6) I plan to increase my annual usage (kWh) by			_____ (kWh)
	(7) Total Energy Usage	(2 or 3) + (4)		_____ (kWh)

Net Generation:

	(8) Production - Usage		(3) – (7)	= _____ (kWh)*
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*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section J to read the provisions around Net Surplus Compensation (NSC).

^A CEC-AC (kW) =California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000
^B 8,760 hrs/yr x 0.19 solar capacity factor = 1,664
^C 8,760 hrs/yr x 0.25 wind capacity factor = 2,190
^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM Account: Select one rate from the category applicable to you. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

Residential Service Rate (Select one):

- E-1 – Non-Time-of-Use
- E-6 – Time-of-Use
- E-7^E – Time-of-Use
- E-8^F – Non-Time-of-Use
- E-9A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- E-9B^F – Time-of-Use for Customers with a separately metered EV recharging station
- EV-A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- EV-B^G – Time-of-Use for Customers with a separately metered EV recharging station
- Other (_____)

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

- | | <u>Primary</u> | <u>Secondary</u> |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> A-1 – Small General Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-6 – Small General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Demand-Metered Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Time-of-use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> | <input type="checkbox"/> |

Agricultural Power Service Rate: (Select one rate and rate option):

- | | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> AG-1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| <input type="checkbox"/> AG-R ^F – Split-Week Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-V ^F – Short-Peak Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-4 – Time-of-Use | <input type="checkbox"/> |
| <input type="checkbox"/> AG-5 – Time of Use | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> |

If your current rate is a closed rate, as identified in Footnote F, and you are now opting to move to a non-closed rate per the Otherwise Applicable Rate Schedule (OAS) for NEM Account, please check the box below acknowledging that you are leaving the closed rate and will not be able to select the closed rate in the future.

I acknowledge and consent to leaving my current rate that is a closed rate

^E E-7, E-8, E-9A, E-9B, AG-R, and AG-V are closed to all new customers and are only available to Customers that are currently on the rate
^F Rates effective August 1, 2013 for Customers with Electric Vehicles. Please visit www.pge.com/electricvehicles for more rate information



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part IV – Interconnection Agreement Provisions

A. Purpose

The purpose of this Net Energy Metering (NEM) Application and Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Agreement) is to allow Customer to interconnect with Pacific Gas and Electric Company's (PG&E) Distribution System, subject to the provisions of this Agreement and PG&E's Electric Schedule Net Energy Metering (NEM). Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with PG&E's Distribution System to offset part or all of the Customer's own electrical requirements at this service point. Customer shall comply at all times with this Agreement as well as with all applicable laws, tariffs and requirements of the California Public Utilities Commission (CPUC).

B. Applicability

This Agreement applies to Electric Schedule NEM Customer-Generators (Customer) who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

C. NEM Transition

Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

D. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

E. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electrical generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

F. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

G. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

H. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

I. NEM Billing

PG&E installs a "net meter" on a customer's property that measures the net energy, defined as the difference between the amount of electricity supplied by PG&E and the amount of electricity exported to the grid over the course of a month. The Customer's account is enrolled in the NEM program and put on an annual (12- billing months) true-up cycle.

The meter is read monthly and an amount is calculated based on the net energy recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM billing is available at www.pge.com/nembilling.

J. Net Surplus Compensation (NSC)

NSC payments are made to NEM customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit www.pge.com/nscoptout to complete Form 79-1130. Participants in NEMA, please see provisions in Form 79-1153.

K. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

L. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

M. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

N. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM.

O. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

P. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM.

Q. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application^G no later than March 31, 2018, or
- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an "existing inverter" certifies it is being replaced with either:

^G A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Part IV – Interconnection Agreement Provisions – Continued

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THIS ENTIRE DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY AN EXISTING PG&E CUSTOMER.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E will accept electronic signatures that are verified by qualified Third Parties such as, Adobe EchoSign, e-SignLive, and DocuSign for this Agreement if the Agreement is completed in its entirety before signing.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM requirements.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF or participants in the Demand Response Programs below are not eligible to participate in NEM2.
 - Peak Day Pricing (PDP)
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM2 program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM2 Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation 2 (NEM2A) is a program that allows customers with multiple meters to use the renewable energy generated at one meter to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company) _____ Electric Service Agreement ID * _____ Meter Number* _____

Service Address* _____ City* _____ State CA Zip* _____

Customer Phone Number _____ Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record) _____

Is there an electric vehicle charging on site at the above service address? Yes No
 If yes, please indicate how many electric vehicles _____

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist) _____ Contact Phone _____

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

Company Name _____ Contact Person _____

Contact Phone Number _____ Email _____



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

- By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit Application Form 79-1151-02B and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the accompanying Application Form 79-1151-02B.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) Application Form 79-1151-02B, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM2 systems should be sized with an estimated annual production no larger than 110% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. All NEM2 customers must take service on a Time-of-Use rate schedule and sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill^A. Of course, individual circumstances may vary. Customers can obtain their usage data from www.pge.com/greenbutton.

^A Customers on rate schedules such as ET, ES, and ESR, which do not have a corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

[Rate Schedule to be Selected online From Currently Available Small & Medium Commercial Rates]

Agricultural Power Service Rate: (Select one rate and rate option):

[Rate Schedule to be Selected online From Currently Available Agricultural Rates]

Part IV – Interconnection Agreement Provisions

A. Applicability

This Agreement applies to Electric Schedule NEM2 Customer-Generators (Customer) who interconnect a solar and/or wind turbine electric Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

B. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

Part IV – Interconnection Agreement Provisions – Continued

A. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electric system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

B. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

C. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS) to establish how the Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

Please complete this agreement in its entirety



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

D. NEM2 Billing

The Customer's meter separately measures exports and imports.

The meter is read monthly and an amount is calculated based on the net energy (kWh) and total energy(kWh) exports recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

Additionally, the Customer will be billed for non-bypassable charges on all imports from the grid, as describe in Schedule NEM2 Special Condition 2.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM2 billing is available at www.pge.com/nembilling.

E. Net Surplus Compensation (NSC)

NSC payments are made to NEM2 customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit www.pge.com/nscoptout to complete Form 79-1130. Participants in NEM2A, please see provisions in *NEM2 Load Aggregation Appendix (Form 79-1153)*.

F. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

G. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

Part IV – Interconnection Agreement Provisions – Continued

A. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

B. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM2.

C. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

D. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM2.

E. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

F. Warranties or Service Agreements

Customer certifies as a part of its interconnection request for NEM2 that:

- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
- (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

G. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application ^G no later than March 31, 2018, or

^G A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement, (continued on next page)
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

(d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E can request additional documentation to verify the authenticity of the externally signed Agreement and Customer Authorization.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM2 requirements.

Please complete this agreement in its entirety



ELECTRIC SAMPLE FORM 79-1161 Sheet 1
RULE 21 - GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING
GENERATING FACILITIES INTERCONNECTING
UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER
PROCESS

**Please Refer to Attached
Sample Form**



**RULE 21 GENERATOR
INTERCONNECTION AGREEMENT (GIA)
FOR EXPORTING GENERATING
FACILITIES INTERCONNECTING UNDER
THE INDEPENDENT STUDY,
DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS**

**RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)
FOR EXPORTING GENERATING FACILITIES
INTERCONNECTING UNDER THE INDEPENDENT STUDY,
DISTRIBUTION GROUP STUDY, OR TRANSMISSION CLUSTER STUDY
PROCESS**

BETWEEN

[INTERCONNECTION CUSTOMER]

AND

PACIFIC GAS AND ELECTRIC COMPANY

PROJECT: [PROJECT NAME]

Log #: _____ and Queue # _____



**RULE 21
GENERATOR INTERCONNECTION
AGREEMENT (GIA) FOR EXPORTING
GENERATING FACILITIES
INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION
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RULE 21

GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT (“GIA” or “Agreement”) is made and entered into this ____ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnection Customer” with a Generating Facility), and Pacific Gas and Electric Company, a corporation organized and existing under the laws of the State of California (“Distribution Provider and/or Distribution Owner”). Interconnection Customer and Distribution Provider each may be referred to as a “Party” or collectively as the “Parties.” This Agreement shall be used for interconnection to the Distribution System through the Independent Study Process or Distribution Group Study Process in the Distribution Provider’s California Public Utilities Commission (“CPUC” or “Commission”) approved Electric Rule 21 (“Rule 21”). This Agreement may also be used for interconnection to the Distribution System through the Transmission Cluster Study Process if FERC has approved changes to the Generator Interconnection Procedures set forth in the Distribution Provider’s WDT which allow Interconnection Customer to sign this Agreement.

WHEREAS, Distribution Provider operates the Distribution System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Distribution Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Distribution System; and,

WHEREAS, the Interconnection Customer’s Interconnection Request was studied under the Independent Study Process Distribution Group Study Process, or Transmission Cluster Study Process [check one]; and,

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a Qualifying Facility (“QF”) and will sell all of its exports to the grid to the Distribution Provider under a power purchase agreement (“PPA”) entered into pursuant to the Public Utility Regulatory Policies Act of 1978 (“PURPA”); or, the basis for the Parties entering into this Agreement is: _____
(Insert Description or N/A).

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:



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GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or in Rule 21 or in the Distribution Provider's WDT.

Article 1. Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety, power quality, and reliability of the electric system.

Affected System shall mean an electric system other than the Distribution Provider's Distribution System or Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Distribution Provider's Distribution System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Distribution System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.

Applicant shall mean the entity submitting an Interconnection Request pursuant to Rule 21.



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Base Case shall mean data including, but not limited to, base case power flow, short circuit, and dynamic/stability data bases, underlying load, generation, and transmission facility assumptions, contingency lists, including relevant special protection systems, and transmission diagrams used to perform the Interconnection Studies. The Base Case may include Critical Energy Infrastructure Information (as that term is defined by FERC). The Base Case shall include (a) transmission facilities as approved by the Distribution Provider or CAISO, as applicable, (b) planned distribution upgrades that may have an impact on the Interconnection Request, (c) Distribution Upgrades and Network Upgrades associated with generating facilities in (iv) below, and (d) generating facilities that (i) are directly interconnected to the Distribution System or CAISO Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to the Distribution System, Transmission System, or an Affected System; or (iv) are not interconnected to the Distribution System or CAISO Grid, but are subject to a fully executed generator interconnection agreement (or its equivalent predecessor agreement) or for which an unexecuted generator interconnection agreement (or its equivalent predecessor agreement) has been requested to be filed with FERC.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the GIA.

Breaching Party shall mean a Party that is in Breach of the GIA.

Business Day shall mean Monday through Friday, excluding Federal and State Holidays.

CAISO shall mean the California Independent System Operator Corporation, a state-chartered, nonprofit, corporation that controls certain transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.

CAISO Grid shall mean the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the CAISO's Operational Control.

CAISO Tariff shall mean the California Independent System Operator Corporation Operating Agreement and Tariff, as it may be modified from time to time, and accepted by the FERC.

CAISO's Generator Interconnection Procedures (CAISO Tariff GIP) shall mean the procedures included in the CAISO Tariff to interconnect a Generating Facility directly to the CAISO Grid, as such procedures may be modified from time to time, and accepted by FERC.



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Calendar Day shall mean any day including Saturday, Sunday or a Federal and State Holiday.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity, excluding electricity generated during period which the Producer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Commercial Operation Date shall mean the date on which a Generator at a Generating Facility commences Commercial Operation as agreed to by the Parties.

Commissioning Testing shall mean testing performed during the commissioning of all or part of a Generating Facility pursuant to Rule 21.

Confidential Information: See Rule 21 Section D.7 and Article 22 of this GIA.

Construction Activities shall mean actions by the Distribution Provider that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer that occur after receipt of all appropriate governmental approvals needed for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Control Area shall mean Control Area as defined in the CAISO Tariff.

Customer shall mean the entity that receives or is entitled to receive Distribution Service through Distribution Provider's Distribution System or is a retail Customer of Distribution Provider connected to the Transmission System.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the GIA.

Detailed Study Agreement shall mean the agreement entered into by the Interconnection Customer and Distribution Provider which sets forth the Parties' agreement to perform Interconnection Studies under the Independent Study Process or the Distribution Group Study Process.

DGS Phase I Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.i.



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DGS Phase II Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.ii.

Distribution Group Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.c.

Distribution Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the GIA to the extent necessary.

Distribution Provider shall mean Pacific Gas and Electric Company.

Distribution Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Distribution Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the GIA, including any modifications, additions or upgrades to such facilities and equipment. Distribution Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Distribution Service shall mean the service of delivering energy over the Distribution System pursuant to the approved tariffs of the Distribution Provider other than services directly related to the Interconnection of a Generating Facility under Rule 21.

Distribution System shall mean all electric wires, equipment, and other facilities owned, controlled and operated by the Distribution Provider, other than Interconnection Facilities or the Transmission System, by which Distribution Provider provides Distribution Service to its Customers.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Distribution Service. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the GIA becomes effective upon execution by the Parties.

Emergency shall mean whenever in Distribution Provider's discretion an Unsafe Operating Condition or other hazardous condition exists or whenever access is necessary for emergency service restoration, and such immediate action is necessary to protect persons, Distribution Provider's facilities or property of others from damage or interference caused by Interconnection Customer's Generating Facility, or the failure of



RULE 21

GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

protective device to operate properly, or a malfunction of any electrical system equipment or a component part thereof.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Distribution Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources. **Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission or its successor.

Full Capacity Deliverability Status shall be as defined in the CAISO Tariff.

Generating Facility shall mean all generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power, including storage.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple Generators.

Generator shall mean a device converting mechanical, chemical, or solar energy into electrical energy, including all of its protective and control functions and structural appurtenances. One or more Generators comprise a Generating Facility.

Generator Interconnection Agreement (GIA) shall mean the agreement between Distribution Provider and the Producer providing for the Interconnection of a Generating Facility that give certain rights and obligations to effect or end Interconnection.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility set forth in Attachment I of the Distribution Provider's WDT subject to any modifications FERC may direct in the exercise of its jurisdiction.

Generator Interconnection Study Process Agreement shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Generating Facility under the Transmission Cluster Study Process, a *pro forma* version of which is set forth in Attachment 6 of the GIP.



Pacific Gas and
Electric Company[®]

RULE 21

GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Distribution Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Independent Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.b. **Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the estimated date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities.

Interconnection; Interconnected shall mean the physical connection of a Generating Facility in accordance with the requirements of Rule 21 so that Parallel Operation with Distribution Provider's Distribution or Transmission System can occur (has occurred).



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Interconnection Customer: The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Customer’s Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately. Interconnection Facilities may be owned by either the Producer or the Distribution Provider.

Interconnection Facilities Study shall mean a study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process to determine a list of facilities (including Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Distribution Provider's Distribution or Transmission System. The scope of the study is defined in Rule 21 Section G.3.c.

Interconnection Financial Security: Any of the financial instruments listed in Rule 21 Section F.4.a.

Interconnection Handbook shall mean a handbook, developed by the Distribution Provider and posted on the Distribution Provider’s website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System; as such handbook may be modified or superseded from time to time. Distribution Provider’s standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

Interconnection Request shall mean an Applicant’s request to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification



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to the operating characteristics of, an existing Generating Facility that is interconnected with the Distribution Provider's Distribution or Transmission System.

Interconnection Service shall mean the service provided by the Distribution Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Distribution Provider's Distribution System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the GIA and, if applicable, the Distribution Provider's Rule 21.

Interconnection Study shall mean a study to establish the requirements for Interconnection of a Generating Facility with Distribution Provider's Distribution System or Transmission System, pursuant to Rule 21. For an Applicant in the Transmission Cluster Study Process, this shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 4.8 of the GIP. For an Applicant in the Distribution Group Study Process, this shall mean any of the following studies: the DGS Phase I Interconnection Study and the DGS Phase II Interconnection Study. For an Applicant in the Independent Study Process, this shall mean any of the following studies: the Interconnection System Impact Study and the Interconnection Facilities Study.

Interconnection System Impact Study shall mean an engineering study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process that evaluates the impact of the proposed interconnection on the safety and reliability of Distribution Provider's Distribution System and/or Transmission System and, if applicable, an Affected System. The scope of the study is defined in Rule 21 Section G.3.c.

IRS shall mean the Internal Revenue Service.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification shall mean those modifications that have a material impact on cost or timing of any Interconnection Request with the same or a later queue priority date or a change in Point of Interconnection. A Material Modification does not include a change in ownership of a Generating Facility.



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Metering shall mean the measurement of electrical power in kilowatts (kW) and/or energy in kilowatt-hours (kWh), and if necessary, reactive power in kVAR at a point, and its display to Distribution Provider, as required by Rule 21.

Metering Equipment shall mean all equipment, hardware, software, including meter cabinets, conduit, etc., that are necessary for Metering.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Upgrades shall mean Network Upgrades as defined by the CAISO Tariff.

Operational Control shall mean the rights of the CAISO under the Transmission Control Agreement and the CAISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Parallel Operation shall mean the simultaneous operation of a Generator with power delivered or received by Distribution Provider while Interconnected. For the purpose of Rule 21, Parallel Operation includes only those Generating Facilities that are Interconnected with Distribution Provider's Distribution or Transmission System for more than 60 cycles (one second).

Participating Transmission Owner shall mean an entity which (i) owns, operates, and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (ii) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid.

Party or Parties shall mean Producer and/or Distribution Provider.

Phase I Interconnection Study shall mean an engineering study for Applicants in the Transmission Cluster Study Process as defined in the WDT.

Phase II Interconnection Study shall mean an engineering and operational study for Applicants in the Transmission Cluster Study Process conducted by the Distribution Provider to determine the Point of Interconnection and a list of facilities (including Distribution Provider's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the estimated cost of those facilities, the costs allocated to each project, and the estimated time required to



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interconnect the Generating Facility(ies) with the Distribution System. The portion of the study required to evaluate the impacts on the CAISO Grid will be coordinated with the CAISO and will be completed in a manner consistent with the CAISO Tariff GIP.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the GIA, where the Interconnection Customer's Interconnection Facilities connect to the Distribution Provider's Interconnection Facilities.

Point of Interconnection shall mean the point where the Interconnection Facilities connect with Distribution Provider's Distribution or Transmission System. This may or may not be coincident with the Point of Common Coupling.

Pre-Construction Activities shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section F.3.f. of Rule 21 or Section 6 of the GIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Producer shall mean the entity that executes a GIA with Distribution Provider. Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Generator Interconnection Agreement.

Qualifying Facility (QF) shall mean a qualifying cogeneration facility or qualifying small power production facility, as defined in the Code of Federal Regulations, Title 18, Part 292 (18 C.F.R. §292).

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the GIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Results Meeting for Applicants in the Transmission Cluster Study Process shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 4.11 of the GIP. Results Meeting for Applicants in the Distribution Group Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to discuss either the results of the DGS Phase I Interconnection Study as set forth in Rule 21 Section F.3.c.v. or the results of the DGS Phase II Interconnection



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Study as set forth in Rule 21 Section F.3.c.xi. Results Meeting for Applicants in the Independent Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to discuss either the results of the Interconnection System Impact Study as set forth in Rule 21 Section 3.b.iii, or the results of the Interconnection Facilities Study as set forth in Rule 21 Section 3.b.ix.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Distribution Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the GIA.

System Integrity shall mean the condition under which Distribution Provider's Distribution and Transmission System is deemed safe and can reliably perform its intended functions in accordance with the safety and reliability rules of Distribution Provider.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Distribution Provider's Distribution System, the CAISO Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Distribution Provider's Distribution System, the CAISO Controlled Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

Transmission Cluster Study Process shall mean the Transmission Cluster Study Process set forth in GIP Section 4.

Transmission Control Agreement shall mean CAISO FERC Electric Tariff No. 7, as it may be modified from time to time, and accepted by the FERC, or any successor agreement.

Transmission System shall mean those transmission facilities owned by the Distribution Provider that have been placed under the CAISO's Operational Control and are part of the CAISO Grid, as defined in the CAISO Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Uncontrollable Force shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage



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or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.

Unsafe Operating Conditions shall mean conditions that, if left uncorrected, could result in harm to personnel, damage to equipment, loss of System Integrity or operation outside pre-established parameters required by the Generator Interconnection Agreement.

WDT shall mean the Wholesale Distribution Tariff, the Distribution Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Article 2. Effective Date, Term, and Termination

2.1. **Effective Date.** This GIA shall become effective upon execution by the Parties.

2.2. **Term of Agreement.** Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of _____ (xx) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3. **Termination Procedures.**

2.3.1. **Written Notice.** This GIA may be terminated by Interconnection Customer after giving Distribution Provider ninety (90) Calendar Days advance written notice, or by Distribution Provider after the Generating Facility permanently ceases Commercial Operation.

2.3.2. **Default.** Either Party may terminate this GIA in accordance with Article 17.

2.3.3. **QF Status.** If Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining QF status and selling all its exports to the grid to Distribution Provider under a PURPA PPA, then this provision applies and Distribution Provider may terminate this GIA if Interconnection Customer fails to maintain its QF status for the term of this GIA or upon termination of the Interconnection Customer's PURPA PPA.



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- 2.3.3.1. If Section 2.3.3 applies, the Interconnection Customer is responsible for maintaining QF status and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the CAISO, including penalties and charges incurred by the Distribution Provider as a result of this failure to notify the Distribution Provider.
- 2.3.4. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.
- 2.3.5. Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.
- 2.4. Termination Costs.** If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the non-terminating Party's receipt of such notice of termination, that are the responsibility of the Party under this GIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA:
- 2.4.1. With respect to any portion of Distribution Provider's Interconnection Facilities that have not yet been constructed or installed, Distribution Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Distribution Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Distribution Provider for any or all such costs of materials or equipment not taken by



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Interconnection Customer, Distribution Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Distribution Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA or its GIA is terminated pursuant to Article 2.3 above, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

- 2.4.2. Distribution Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Distribution Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.
- 2.4.3. With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.
- 2.5. **Disconnection.** Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.
- 2.6. **Survival.** This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

Article 3. [Intentionally Omitted]



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Article 4. Scope of Service

- 4.1. **Interconnection Service.** Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Distribution System and be eligible to deliver the Generating Facility's output using the capacity of the Distribution System to the CAISO Grid. To the extent Interconnection Customer wants to receive Interconnection Service, Distribution Provider shall construct facilities identified in Appendices A and C that the Distribution Provider is responsible to construct.
- 4.2. **Provision of Service.** Distribution Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.
- 4.3. **Performance Standards.** Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this GIA for its compliance therewith. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the GIA.
- 4.4. **No Distribution Service or Transmission Service.** The execution of this GIA does not constitute a request for, or the provision of, Distribution Service under any tariff or transmission service under any tariff.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

- 5.1. **Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Option to Build set forth below for completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.
- 5.1.1. **Standard Option.** Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities and Distribution Upgrades using Reasonable Efforts to complete Distribution Provider's Interconnection Facilities and Distribution Upgrades by the dates set forth in Appendix B, Milestones. Network Upgrades shall be



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designed, procured, and constructed in accordance with the CAISO Tariff using Reasonable Efforts to complete Network Upgrades by the dates set forth in Appendix B, Milestones. Distribution Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2. [Intentionally Omitted]

5.1.3. **Option to Build.** If the dates designated by Interconnection Customer are not acceptable to Distribution Provider and if the Parties agree, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades. Interconnection Customer's Option to Build and any design, procurement, and construction pursuant to this option shall be subject to the approval of Distribution Provider and the provisions of Rule 21 Section I. Distribution Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option. If Distribution Provider does not approve Interconnection Customer's Option to Build, the Standard Option applies.

5.2. **General Conditions Applicable to Option to Build.** If Interconnection Customer assumes responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades,

- (1) Interconnection Customer shall engineer, procure equipment, and construct Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Distribution Provider;



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- (2) Interconnection Customer's engineering, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Distribution Provider would be subject in the engineering, procurement or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) Distribution Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) Prior to commencement of construction, Interconnection Customer shall provide to Distribution Provider a schedule for construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Distribution Provider;
- (5) At any time during construction, Distribution Provider shall have the right to gain unrestricted access to Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;
- (6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Distribution Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (7) Interconnection Customer shall indemnify Distribution Provider for claims arising from Interconnection Customer's construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;
- (8) Interconnection Customer shall transfer control of Distribution Provider's Interconnection Facilities to the Distribution Provider and shall transfer Operational Control of Stand Alone Network Upgrades to the CAISO;



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- (9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Distribution Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Distribution Provider;
- (10) Distribution Provider shall approve and accept for operation and maintenance Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and
- (11) Interconnection Customer shall deliver to Distribution Provider "as-built" drawings, information, and any other documents that are reasonably required by Distribution Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Distribution Provider.

5.3. **[Intentionally Omitted.]**

5.4. **Power System Stabilizers.** The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and in accordance with the provisions of Section 4.6.5.1 of the CAISO Tariff. Distribution Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5. **Equipment Procurement.** If responsibility for construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

- 5.5.1. Distribution Provider has completed the Interconnection Studies pursuant to the Generator Interconnection Study Process Agreement for Transmission Cluster Study Process Applicants, or Distribution Provider has completed the Interconnection Studies pursuant to the



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Detailed Study Agreement for Independent Study Process or Distribution Group Study Process Applicants.

- 5.5.2. Distribution Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.5.3. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.6. **Construction Commencement.** Distribution Provider shall commence construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:
 - 5.6.1. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
 - 5.6.2. Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades;
 - 5.6.3. Distribution Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and
 - 5.6.4. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.7. **Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Distribution Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Distribution Provider of such later date upon which the completion of Distribution Provider's Interconnection Facilities will be required.
- 5.8. **Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and



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compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Distribution Provider's Distribution System, and shall work diligently and in good faith to make any necessary design changes.

- 5.9. **Limited Operation.** If any of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Distribution Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Distribution Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.
- 5.10. **Interconnection Customer's Interconnection Facilities ('ICIF').** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.
- 5.10.1. **Interconnection Customer's Interconnection Facility Specifications.** Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Distribution Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Distribution Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.
- 5.10.2. **Distribution Provider's Review.** Distribution Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Distribution Provider, in accordance



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with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3. **ICIF Construction.** The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Distribution Provider “as-built” drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4. **Interconnection Customer to Meet Requirements of the Distribution Provider's Interconnection Handbook.** The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

5.11. **Distribution Provider's Interconnection Facilities Construction.** Distribution Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Distribution Provider shall deliver to Interconnection Customer the following “as-built” drawings, information and documents for Distribution Provider's Interconnection Facilities: No as-built drawings will be provided.

Distribution Provider will obtain control for operating and maintenance purposes of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the



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CAISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

- 5.12. **Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at no cost to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.
- 5.13. **Lands of Other Property Owners.** If any part of Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Distribution Provider or Distribution Owner, Distribution Provider or Distribution Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades upon such property.
- 5.14. **Permits.** Distribution Provider or Distribution Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Distribution Provider or Distribution Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Distribution Provider's own, or an Affiliate's generation.



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- 5.15. **Early Construction of Base Case Facilities.** Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Distribution Upgrades required for Interconnection Customer to be interconnected to the Distribution System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. Network Upgrades required for Interconnection Customer to be interconnected to the Distribution System shall be constructed in accordance with the CAISO Tariff. Interconnection Customer shall be responsible for all costs incurred pursuant to this Article 5.15.
- 5.16. **[Intentionally Omitted.]**
- 5.17. **Taxes.**
- 5.17.1. **Interconnection Customer Payments Not Taxable.** The Parties intend that all payments or property transfers made by Interconnection Customer to Distribution Provider for the installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.
- 5.17.2. **Representations and Covenants.** In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Distribution System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Distribution Provider for Distribution Provider's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Distribution Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power



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flows in both directions, calculated in accordance with the “5 percent test” set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Distribution Provider’s request, Interconnection Customer shall provide Distribution Provider with a report from an independent engineer confirming its representation in clause (iii), above. Distribution Provider represents and covenants that the cost of Distribution Provider’s Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

- 5.17.3. **Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider.** Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Distribution Provider from the cost consequences of any current tax liability imposed against Distribution Provider as the result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Distribution Provider.

Distribution Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Distribution Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Distribution Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Distribution Provider to report payments or property as income subject to taxation; provided, however, that Distribution Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Distribution Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Distribution Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Distribution Provider of the amount due, including detail about how the amount was calculated.



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The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Distribution Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

- 5.17.4. **Tax Gross-Up Amount.** Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider ("Current Taxes") on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Distribution Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Distribution Provider's composite federal and state tax rates at the time the payments or property transfers are received and Distribution Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Distribution Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Distribution Provider's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Distribution Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and **Distribution Upgrades.**



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5.17.5. **Private Letter Ruling or Change or Clarification of Law.** At Interconnection Customer's request and expense, Distribution Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Distribution Provider under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Distribution Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Distribution Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

5.17.6. **Subsequent Taxable Events.** If, within 10 years from the date on which the relevant Distribution Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Provider retains ownership of the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

5.17.7. **Contests.** In the event any Governmental Authority determines that Distribution Provider's receipt of payments or property constitutes income that is subject to taxation, Distribution Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise oppose such



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determination. Upon Interconnection Customer's written request and sole expense, Distribution Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Distribution Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Distribution Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Distribution Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Distribution Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully-grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Distribution Provider for the tax at issue in the contest.

- 5.17.8. **Refund.** In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Distribution Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not taxable to Distribution



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Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Distribution Provider are not subject to federal income tax, or (d) if Distribution Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Distribution Provider pursuant to this GIA, Distribution Provider shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) interest on any amounts paid by Interconnection Customer to Distribution Provider for such taxes which Distribution Provider did not submit to the taxing authority, calculated using an interest rate equal to one-twelfth of the Federal Reserve three-month Commercial paper Rate – Non-Financial, from the Federal Reserve Statistical Release H.15 (expressed as an annual rate) from the date payment was made by Interconnection Customer to the date Distribution Provider refunds such payment to Interconnection Customer, and
- (iii) with respect to any such taxes paid by Distribution Provider, any refund or credit Distribution Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Distribution Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Distribution Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Distribution Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Distribution Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Distribution Provider's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities, Distribution Upgrades, and



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Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9. **Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this GIA. Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Distribution Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Distribution Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Distribution Provider.

5.17.10. **Distribution Owners Who Are Not Distribution Providers.** If Distribution Provider is not the same entity as the Distribution Owner, then (i) all references in this Article 5.17 to Distribution Provider shall be deemed also to refer to and to include the Distribution Owner, as appropriate, and (ii) this GIA shall not become effective until such Distribution Owner shall have agreed in writing to assume all of the duties and obligations of Distribution Provider under this Article 5.17 of this GIA.

5.18. **Tax Status.** Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this GIA is intended to adversely affect any Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19. **Modification.**

5.19.1. **General.** Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to



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the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Distribution Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

- 5.19.2. **Standards.** Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.
- 5.19.3. **Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Distribution Provider makes to Distribution Provider's Interconnection Facilities or the Distribution System to facilitate the interconnection of a third party to Distribution Provider's Interconnection Facilities or the Distribution System, or to provide transmission service to a third party under Distribution Provider's applicable tariffs. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

Article 6. Testing and Inspection



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- 6.1. **Commissioning Testing and Pre-Commercial Operation Date Testing and Modifications.** Prior to commencing Parallel Operation of a Generating Facility with Distribution Provider's system, Commissioning Testing shall be conducted pursuant to Rule 21. However, Interconnection Customer shall not commence Parallel Operation of its Generating Facility unless it has received Distribution Provider's express written permission to do so. Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.
- 6.2. **Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.
- 6.3. **Right to Observe Testing.** Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right to observe such testing. Costs associated with this Article are subject to the relevant provisions of Rule 21.
- 6.4. **Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or



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other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

Article 7. Metering

- 7.1. **General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of Rule 21 regarding metering. Unless otherwise agreed by the Parties, Distribution Provider may install additional Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at Distribution Provider's option, compensated to, the Point of Interconnection. Interconnection Customer's access to meter data shall be provided in accordance with Rule 21. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.
- 7.2. **Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the CAISO-pollled meters or Distribution Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except in the case that no other means are available on a temporary basis at the option of the Distribution Provider. The check meters shall be subject at all reasonable times to inspection and examination by Distribution Provider or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.
- 7.3. **Distribution Provider Retail Metering.** Distribution Provider may install retail revenue quality meters and associated equipment, pursuant to the Distribution Provider's applicable retail tariffs.

Article 8. Communications

- 8.1. **Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Distribution Provider's



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Distribution System dispatcher or representative designated by Distribution Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Distribution Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Distribution Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

- 8.2. **Telemetry.** The Parties shall comply with the provisions of the Rule 21 regarding telemetry.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

- 8.3. **No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

Article 9. Operations

- 9.1. **General.** Each Party shall comply with Applicable Reliability Standards and the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2. **[Intentionally Omitted.]**
- 9.3. **Distribution Provider Obligations.** Distribution Provider shall cause the Distribution System and Distribution Provider's Interconnection Facilities to be



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operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this GIA and Distribution Provider's operating protocols and procedures as they may change from time to time. Distribution Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

- 9.4. **Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.
- 9.5. **Start-Up and Synchronization.** Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to Distribution Provider's Distribution System.
- 9.6. **Reactive Power.**
- 9.6.1. **Power Factor Design Criteria.** The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power



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factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

9.6.2. **Governors and Regulators.** Whenever the Generating Facility is operated in parallel with the Distribution System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in a manner consistent with Rule 21.

9.7. **Outages and Interruptions.**

9.7.1. **Outages.**

9.7.1.1. **Outage Authority and Coordination.** Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities, Distribution Upgrades, or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2. **Outage Schedules.** Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Distribution Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Distribution Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Distribution System and Transmission System. Distribution Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection

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Customer would have incurred absent Distribution Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities. Distribution Provider shall have no obligation to pay Interconnection Customer any costs the Interconnection Customer incurs as the result of being directed by the CAISO to reschedule maintenance.

9.7.1.3. **Outage Restoration.** If an outage on a Party's Interconnection Facilities, Distribution Upgrades, or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2. **Interruption of Service.** If required by Good Utility Practice to do so, Distribution Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Distribution Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1. The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2. Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Distribution System;



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- 9.7.2.3. When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;
- 9.7.2.4. Except during the existence of an Emergency, when the interruption or reduction can be scheduled without advance notice, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Distribution Provider;
- 9.7.2.5. The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Distribution System and Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.
- 9.7.3. **[Intentionally Omitted.]**
- 9.7.4. **System Protection and Other Control Requirements.**
- 9.7.4.1. **System Protection Facilities.** Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer's Interconnection Facilities. Distribution Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Distribution Provider's Interconnection Facilities, Distribution System, or the Transmission System as a result of the interconnection of the Generating Facility and Interconnection Customer's Interconnection Facilities.
- 9.7.4.2. Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.



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- 9.7.4.3. Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.
- 9.7.4.4. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.
- 9.7.4.5. Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook.
- 9.7.4.6. Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.
- 9.7.5. **Requirements for Protection.** In compliance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Distribution System not otherwise isolated by Distribution Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Distribution System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Distribution System at a site selected upon mutual



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agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution System could adversely affect the Generating Facility.

- 9.7.6. **Power Quality.** Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.
- 9.8. **Switching and Tagging Rules.** Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.
- 9.9. **Use of Interconnection Facilities by Third Parties.**
- 9.9.1. **Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Distribution System and shall be used for no other purpose.
- 9.9.2. **Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Distribution Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the



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capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to CPUC for resolution if the third party user is seeking a CPUC-jurisdictional use and by FERC if the third party user is seeking a FERC-jurisdictional use. Interconnection Customer agrees to be bound by any such resolution by FERC.

- 9.10. **Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Distribution Provider's Distribution System and Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

Article 10. Maintenance

- 10.1. **Distribution Provider Obligations.** Distribution Provider shall maintain the Distribution System, Transmission System and Distribution Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.
- 10.2. **Interconnection Customer Obligations.** Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.
- 10.3. **Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.



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- 10.4. **Secondary Systems.** Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 10.5. **Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Distribution Provider's Interconnection Facilities.

Article 11. Performance Obligations

- 11.1. **Interconnection Customer Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.
- 11.2. **Distribution Provider's Interconnection Facilities.** Distribution Provider or Distribution Owner shall design, procure, construct, install, own and/or control the Distribution Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.
- 11.3. **Network Upgrades and Distribution Upgrades.** Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. Network Upgrades shall be designed, procured, and constructed in accordance with the CAISO Tariff. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades or Network Upgrades.



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11.4. **Transmission Credits.**

11.4.1. Repayment of Amounts Advanced for Network Upgrades.

11.4.1.1. To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

11.4.1.2. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1, the Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2)



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declare in writing that Distribution Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

11.4.1.3. If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Distribution Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2. **Special Provisions for Affected Systems.** Unless Distribution Provider provides, under the GIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.4.3. Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.



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- 11.5. **Provision of Interconnection Financial Security.** The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Rule 21 Section F.4 if studied under the Independent Study Process or Distribution Group Study Process. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 4.23 of the GIP if studied under the Transmission Cluster Study Process.

Article 12. Invoice

- 12.1. **General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.
- 12.2. **Final Invoice.** Within twelve (12) months after completion of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades, Distribution Provider shall provide an invoice of the final cost of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Distribution Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 12.3. **Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.

Article 13. Emergencies Consistent with Rule 21



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- 13.1. **Emergencies.** Emergencies shall be handled in a manner consistent with Rule 21.

Article 14. Article 14. Regulatory Requirements and Governing Law

- 14.1. **Regulatory Requirements.** Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2. **Governing Law.**

- 14.2.1. The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state of California, without regard to its conflicts of law principles.
- 14.2.2. This GIA is subject to all Applicable Laws and Regulations.
- 14.2.3. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

Article 15. Notices.

- 15.1. **General.** Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.



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Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

- 15.2. **Billings and Payments.** Billings and payments shall be sent to the addresses set out in Appendix F.
- 15.3. **Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.
- 15.4. **Operations and Maintenance Notice.** Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Uncontrollable Force

16.1. Uncontrollable Force.

- 16.1.1. Economic hardship is not considered an Uncontrollable Force event.
- 16.1.2. Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Uncontrollable Force. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of an Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Uncontrollable Force, the time and date when the Uncontrollable Force occurred and when the Uncontrollable Force is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 17. Default



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17.1. Default

17.1.1. **General.** No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force as defined in this GIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2. **Right to Terminate.** If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1. **Indemnity.** The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this GIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1. **Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the



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Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

- 18.1.2. **Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.
- 18.1.3. **Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party,



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in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

- 18.2. **Consequential Damages.** In no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.
- 18.3. **Insurance.** Each party shall, at its own expense, maintain in force throughout the period of this GIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:
- 18.3.1. Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.
- 18.3.2. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- 18.3.3. Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.



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- 18.3.4. Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of One Million Dollars (\$1,000,000) per MW, of Generating Facility capacity, rounded up to the nearest MW, per occurrence, up to a maximum of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5. The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this GIA.



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- 18.3.9. Within ten (10) Calendar Days following execution of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10. Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.
- 18.3.11. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

Article 19. Assignment

- 19.1. Assignment. This GIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this GIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Distribution Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to



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said arrangement, the secured creditor, the trustee or mortgagee will notify Distribution Provider of the date and particulars of any such exercise of assignment right(s), including providing the Distribution Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

- 20.1. **Severability.** If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Distribution Provider) seeks and obtains such a final determination with respect to any provision of the Option to Build (Article 5.1.3), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

- 21.1. **Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

- 22.1. **Definition of Confidential Information.** The confidentiality provisions applicable to this Agreement are set forth in Rule 21, Section D.7 (Confidentiality) and in the following provisions included in this Article.

- 22.1.1. **Release of Confidential Information.** Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this



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Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

- 22.1.2. **Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.
- 22.1.3. **No Warranties.** By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.
- 22.1.4. **Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.
- 22.1.5. **Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.



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22.1.6. **Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

Article 23. Environmental Releases

23.1. Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

Article 24. Information Requirements

24.1. **Information Acquisition.** Distribution Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2. **Information Submission by Distribution Provider.** The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and Transmission System information necessary to allow



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Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

- 24.3. **Updated Information Submission by Interconnection Customer.** The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. If studied under the Transmission Cluster Study Process, Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. If studied under Independent Study Process or the Distribution Group Study Process, Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in the Rule 21 Interconnection Request for Exporting Generating Facilities. It shall also include any additional information provided to Distribution Provider for the Interconnection Studies. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Distribution Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to Distribution Provider pursuant to the Detailed Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

- 24.4. **Information Supplementation.** Prior to the Trial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on



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the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Distribution Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Distribution Provider any information changes due to equipment replacement, repair, or adjustment. Distribution Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Distribution Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access and Audit Rights

- 25.1. **Information Access.** Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.
- 25.2. **Reporting of Non-Uncontrollable Force Events.** Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than an Uncontrollable Force event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including



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the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this GIA.

- 25.3. **Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Distribution Provider's efforts to allocate responsibility for interruption or reduction of generation on the Distribution System, and each Party's actions in an Emergency. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.
- 25.4. **Audit Rights Periods.**
- 25.4.1. **Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades shall be subject to audit for a period of twenty-four months following Distribution Provider's issuance of a final invoice in accordance with Article 12.2.
- 25.4.2. **Audit Rights Period for All Other Accounts and Records.** Accounts and records related to either Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.



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- 25.5. **Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Article 26. Subcontractors

- 26.1. **General.** Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.
- 26.2. **Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Distribution Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 26.3. **No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

- 27.1. **Disputes.** Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Independent Study Process or Distribution Group Study Process regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21. Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party's performance of its obligations pursuant to the WDT (e.g., any dispute regarding the Application Process, the Transmission Cluster Study Process, including the cost allocation of upgrades, the classification of upgrades as either Distribution Upgrades or Network Upgrades, posting of financial security



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and refunds) will be resolved pursuant to dispute resolution procedures in the WDT. Any other dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party's performance of its obligations related to this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 28. Representations, Warranties, and Covenants

28.1. **General.** Each Party makes the following representations, warranties and covenants:

28.1.1. **Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

28.1.2. **Authority.** Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3. **No Conflict.** The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4. **Consent and Approval.** Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in



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connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

Article 29. [Reserved]

Article 30. Miscellaneous

- 30.1. **Binding Effect.** This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2. **Conflicts.** In the event of a conflict between this GIA and Rule 21, the terms and provisions of Rule 21 shall prevail. For Interconnection Customers studied under the Transmission Cluster Study Process, in the event of a conflict between applicable provisions of the WDT and Rule 21, the provisions of the WDT shall prevail with respect to parts of the interconnection process performed under the WDT; Rule 21 shall prevail with respect to all other matters.
- 30.3. **Rules of Interpretation.** This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of



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any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

- 30.4. **Entire Agreement.** This GIA, including all incorporated tariff provisions and the Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party’s compliance with its obligations under this GIA.
- 30.5. **No Third Party Beneficiaries.** This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 30.6. **Waiver.** The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- Any waiver at any time by either Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer’s legal rights to obtain an interconnection from Distribution Provider. Any waiver of this GIA shall, if requested, be provided in writing.
- 30.7. **Headings.** The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.
- 30.8. **Multiple Counterparts.** This GIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 30.9. **Amendment.** The Parties may by mutual agreement amend this GIA by a written instrument duly executed by the Parties.
- 30.10. **Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the



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Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

- 30.11. Incorporation of Rule 21 into Agreement and CPUC Modification. Rule 21, subject to any modifications the CPUC may direct in the exercise of its jurisdiction, is incorporated in its entirety into this GIA. Unless otherwise ordered by the CPUC, this GIA at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. Notwithstanding the foregoing, if provisions of this GIA or the Parties' obligations are dictated by the WDT or the results of the Transmission Cluster Study process under the WDT (e.g., provisions related to the classification of upgrades as either Distribution Upgrades or Network Upgrades and the allocation of costs of facilities), they are not subject to modification by the CPUC.
- 30.12. **No Partnership.** This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.



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IN WITNESS WHEREOF, the Parties have executed this GIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

_____	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Interconnection Company Name)</i>	_____
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>



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Appendix A to GIA

**Interconnection Facilities, Network Upgrades and Distribution
Upgrades**

1. Interconnection Facilities:

(a) [insert Interconnection Customer's Interconnection Facilities]:

(b) [insert Distribution Provider's Interconnection Facilities]:

2. Network Upgrades:

(a) Stand Alone Network Upgrades:

(b) Other Network Upgrades:

3. Distribution Upgrades:



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Appendix B to GIA

Milestones



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Appendix C to GIA
Interconnection Details



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Appendix D to GIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. The CPUC will expect the CAISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.



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Appendix E to GIA

Commercial Operation Date

This Appendix E is a part of the GIA between Distribution Provider and Interconnection Customer.

[Date]

[Distribution Provider Address]

Re: _____ Generating Facility

Dear _____:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. _____. This letter confirms that **[Interconnection Customer]** commenced Commercial Operation of Unit No. ____ at the Generating Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]



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Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

Distribution Provider:

[Contact information to be provided]

Interconnection Customer:

[Contact information to be provided]

Billings and Payments:

Distribution Provider:

[Contact information to be provided]

Interconnection Customer:

[Contact information to be provided]



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Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Distribution Provider:

[Contact information to be provided]

Interconnection Customer:

[Contact information to be provided]



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Appendix G to GIA

**Interconnection Customer's Share of Costs of Distribution Upgrades
and Network Upgrades for Applicable Project Group**



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Appendix H to GIA

Requirements for Inverter Based Generating Facilities

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.) Verification of inverter model's compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that **meets one or more of the following conditions**:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Interconnection Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments
- 2. A completed signed Interconnection Agreement
- 3. Evidence of the Interconnection Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



Electric Sample Form No. 79-1161-02

Sheet 1

Rule 21 Generator Interconnection Agreement (GIA) for NEM2 Generating Facilities
Greater than 1,000 Kilowatts Interconnecting Under the Independent Study, Distribution Study, or
Transmission Cluster Process

**Please Refer to Attached
Sample Form**



*Pacific Gas and
Electric Company*[®]

**RULE 21 GENERATOR INTERCONNECTION
AGREEMENT (GIA) FOR NET ENERGY
METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING
UNDER THE INDEPENDENT STUDY,
DISTRIBUTION STUDY, OR TRANSMISSION
CLUSTER PROCESS**

**RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)
FOR NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW
INTERCONNECTING UNDER THE INDEPENDENT STUDY,
DISTRIBUTION GROUP STUDY, OR TRANSMISSION CLUSTER STUDY
PROCESS**

BETWEEN

[INTERCONNECTION CUSTOMER]

AND

PACIFIC GAS AND ELECTRIC COMPANY

PROJECT: [PROJECT NAME]

Log #: _____ and Queue # _____



RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
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Appendix A – Interconnection Facilities, Network Upgrades and Distribution Upgrades

Appendix B – Expected Date of Initial Operation

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Pacific Gas and Electric Company

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GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT ("GIA" or "Agreement") is made and entered into this ___ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnection Customer" with a Generating Facility), and Pacific Gas and Electric Company, a corporation organized and existing under the laws of the State of California ("Distribution Provider and/or Distribution Owner"). Interconnection Customer and Distribution Provider each may be referred to as a "Party" or collectively as the "Parties." This Agreement shall be used for interconnection to the Distribution System through the Independent Study Process or Distribution Group Study Process in the Distribution Provider's California Public Utilities Commission ("CPUC" or "Commission") approved Electric Rule 21 ("Rule 21"). This Agreement may also be used for interconnection to the Distribution System through the Transmission Cluster Study Process if FERC has approved changes to the Generator Interconnection Procedures set forth in the Distribution Provider's WDT which allow Interconnection Customer to sign this Agreement.

WHEREAS, Distribution Provider operates the Distribution System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Distribution Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Distribution System; and,

WHEREAS, the Interconnection Customer's Interconnection Request was studied under the [] Independent Study Process [] Distribution Group Study Process, or [] Transmission Cluster Study Process [check one]; and,

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a NEM-2 eligible generating facility pursuant to California Public Utilities Code (PUC) section 2827.1 (as currently implemented by Commission Decision (D.)16-01-044); or, the basis for the Parties entering into this Agreement is: _____ (Insert Description or N/A) _____.



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NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or in Rule 21 or in the Distribution Provider's WDT.

Article 1. Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety, power quality, and reliability of the electric system.

Affected System shall mean an electric system other than the Distribution Provider's Distribution System or Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Distribution Provider's Distribution System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Distribution System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.



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Applicant shall mean the entity submitting an Interconnection Request pursuant to Rule 21.

Base Case shall mean data including, but not limited to, base case power flow, short circuit, and dynamic/stability data bases, underlying load, generation, and transmission facility assumptions, contingency lists, including relevant special protection systems, and transmission diagrams used to perform the Interconnection Studies. The Base Case may include Critical Energy Infrastructure Information (as that term is defined by FERC). The Base Case shall include (a) transmission facilities as approved by the Distribution Provider or CAISO, as applicable, (b) planned distribution upgrades that may have an impact on the Interconnection Request, (c) Distribution Upgrades and Network Upgrades associated with generating facilities in (iv) below, and (d) generating facilities that (i) are directly interconnected to the Distribution System or CAISO Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to the Distribution System, Transmission System, or an Affected System; or (iv) are not interconnected to the Distribution System or CAISO Grid, but are subject to a fully executed generator interconnection agreement (or its equivalent predecessor agreement) or for which an unexecuted generator interconnection agreement (or its equivalent predecessor agreement) has been requested to be filed with FERC.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the GIA.

Breaching Party shall mean a Party that is in Breach of the GIA.

Business Day shall mean Monday through Friday, excluding Federal and State Holidays.

CAISO shall mean the California Independent System Operator Corporation, a state-chartered, nonprofit, corporation that controls certain transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.

CAISO Grid shall mean the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the CAISO's Operational Control.



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CAISO Tariff shall mean the California Independent System Operator Corporation Operating Agreement and Tariff, as it may be modified from time to time, and accepted by the FERC.

CAISO's Generator Interconnection Procedures (CAISO Tariff GIP) shall mean the procedures included in the CAISO Tariff to interconnect a Generating Facility directly to the CAISO Grid, as such procedures may be modified from time to time, and accepted by FERC.

Calendar Day shall mean any day including Saturday, Sunday or a Federal and State Holiday.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity, excluding electricity generated during period which the Producer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Commercial Operation Date shall mean the date on which a Generator at a Generating Facility commences Commercial Operation as agreed to by the Parties.

Commissioning Testing shall mean testing performed during the commissioning of all or part of a Generating Facility pursuant to Rule 21.

Confidential Information: See Rule 21 Section D.7 and Article 22 of this GIA.

Construction Activities shall mean actions by the Distribution Provider that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer that occur after receipt of all appropriate governmental approvals needed for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Control Area shall mean Control Area as defined in the CAISO Tariff.

Customer shall mean the entity that receives or is entitled to receive Distribution Service through Distribution Provider's Distribution System or is a retail Customer of Distribution Provider connected to the Transmission System.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the GIA.



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Detailed Study Agreement shall mean the agreement entered into by the Interconnection Customer and Distribution Provider which sets forth the Parties' agreement to perform Interconnection Studies under the Independent Study Process or the Distribution Group Study Process.

DGS Phase I Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.i.

DGS Phase II Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.ii.

Distribution Group Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.c.

Distribution Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the GIA to the extent necessary.

Distribution Provider shall mean Pacific Gas and Electric Company.

Distribution Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Distribution Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the GIA, including any modifications, additions or upgrades to such facilities and equipment. Distribution Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Distribution Service shall mean the service of delivering energy over the Distribution System pursuant to the approved tariffs of the Distribution Provider other than services directly related to the Interconnection of a Generating Facility under Rule 21.

Distribution System shall mean all electric wires, equipment, and other facilities owned, controlled and operated by the Distribution Provider, other than Interconnection Facilities or the Transmission System, by which Distribution Provider provides Distribution Service to its Customers.



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Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Distribution Service. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the GIA becomes effective upon execution by the Parties.

Emergency shall mean whenever in Distribution Provider's discretion an Unsafe Operating Condition or other hazardous condition exists or whenever access is necessary for emergency service restoration, and such immediate action is necessary to protect persons, Distribution Provider's facilities or property of others from damage or interference caused by Interconnection Customer's Generating Facility, or the failure of protective device to operate properly, or a malfunction of any electrical system equipment or a component part thereof.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Distribution Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission or its successor.

Full Capacity Deliverability Status shall be as defined in the CAISO Tariff.

Generating Facility shall mean all generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power, including storage.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple Generators.



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Generator shall mean a device converting mechanical, chemical, or solar energy into electrical energy, including all of its protective and control functions and structural appurtenances. One or more Generators comprise a Generating Facility.

Generator Interconnection Agreement (GIA) shall mean the agreement between Distribution Provider and the Producer providing for the Interconnection of a Generating Facility that give certain rights and obligations to effect or end Interconnection.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility set forth in Attachment I of the Distribution Provider's WDT subject to any modifications FERC may direct in the exercise of its jurisdiction.

Generator Interconnection Study Process Agreement shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Generating Facility under the Transmission Cluster Study Process, a *pro forma* version of which is set forth in Attachment 6 of the GIP.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Distribution Provider, or any Affiliate thereof.



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Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Independent Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.b. **Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the estimated date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities.

Interconnection; Interconnected shall mean the physical connection of a Generating Facility in accordance with the requirements of Rule 21 so that Parallel Operation with Distribution Provider's Distribution or Transmission System can occur (has occurred).

Interconnection Customer: The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities



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may be integral to a Generating Facility or provided separately. Interconnection Facilities may be owned by either the Producer or the Distribution Provider.

Interconnection Facilities Study shall mean a study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process to determine a list of facilities (including Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Distribution Provider's Distribution or Transmission System. The scope of the study is defined in Rule 21 Section G.3.c.

Interconnection Financial Security: Any of the financial instruments listed in Rule 21 Section F.4.a.

Interconnection Handbook shall mean a handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System; as such handbook may be modified or superseded from time to time. Distribution Provider's standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

Interconnection Request shall mean an Applicant's request to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Distribution Provider's Distribution or Transmission System.

Interconnection Service shall mean the service provided by the Distribution Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Distribution Provider's Distribution System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the GIA and, if applicable, the Distribution Provider's Rule 21.



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Interconnection Study shall mean a study to establish the requirements for Interconnection of a Generating Facility with Distribution Provider's Distribution System or Transmission System, pursuant to Rule 21. For an Applicant in the Transmission Cluster Study Process, this shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 4.8 of the GIP. For an Applicant in the Distribution Group Study Process, this shall mean any of the following studies: the DGS Phase I Interconnection Study and the DGS Phase II Interconnection Study. For an Applicant in the Independent Study Process, this shall mean any of the following studies: the Interconnection System Impact Study and the Interconnection Facilities Study.

Interconnection System Impact Study shall mean an engineering study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process that evaluates the impact of the proposed interconnection on the safety and reliability of Distribution Provider's Distribution System and/or Transmission System and, if applicable, an Affected System. The scope of the study is defined in Rule 21 Section G.3.c.

IRS shall mean the Internal Revenue Service.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification shall mean those modifications that have a material impact on cost or timing of any Interconnection Request with the same or a later queue priority date or a change in Point of Interconnection. A Material Modification does not include a change in ownership of a Generating Facility.

Metering shall mean the measurement of electrical power in kilowatts (kW) and/or energy in kilowatt-hours (kWh), and if necessary, reactive power in kVAR at a point, and its display to Distribution Provider, as required by Rule 21.

Metering Equipment shall mean all equipment, hardware, software, including meter cabinets, conduit, etc., that are necessary for Metering.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.



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Net Energy Metering (NEM): Metering for the receipt and delivery of electricity between Producer and Distribution Provider pursuant to California Public Utilities Code (PUC) sections 2827, 2827.1 (as currently implemented by Commission Decision (D.)16-01-044), 2827.8, or 2827.10.

Network Upgrades shall mean Network Upgrades as defined by the CAISO Tariff.

Operational Control shall mean the rights of the CAISO under the Transmission Control Agreement and the CAISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Parallel Operation shall mean the simultaneous operation of a Generator with power delivered or received by Distribution Provider while Interconnected. For the purpose of Rule 21, Parallel Operation includes only those Generating Facilities that are Interconnected with Distribution Provider's Distribution or Transmission System for more than 60 cycles (one second).

Participating Transmission Owner shall mean an entity which (i) owns, operates, and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (ii) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid.

Party or Parties shall mean Producer and/or Distribution Provider.

Phase I Interconnection Study shall mean an engineering study for Applicants in the Transmission Cluster Study Process as defined in the WDT.

Phase II Interconnection Study shall mean an engineering and operational study for Applicants in the Transmission Cluster Study Process conducted by the Distribution Provider to determine the Point of Interconnection and a list of facilities (including Distribution Provider's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the estimated cost of those facilities, the costs allocated to each project, and the estimated time required to interconnect the Generating Facility(ies) with the Distribution System. The portion of the study required to evaluate the impacts on the CAISO Grid will be coordinated with the CAISO and will be completed in a manner consistent with the CAISO Tariff GIP.



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Point of Change of Ownership shall mean the point, as set forth in Appendix A to the GIA, where the Interconnection Customer's Interconnection Facilities connect to the Distribution Provider's Interconnection Facilities.

Point of Interconnection shall mean the point where the Interconnection Facilities connect with Distribution Provider's Distribution or Transmission System. This may or may not be coincident with the Point of Common Coupling.

Pre-Construction Activities shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section F.3.f. of Rule 21 or Section 6 of the GIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Producer shall mean the entity that executes a GIA with Distribution Provider. Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Generator Interconnection Agreement.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the GIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Results Meeting for Applicants in the Transmission Cluster Study Process shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 4.11 of the GIP. Results Meeting for Applicants in the Distribution Group Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to discuss either the results of the DGS Phase I Interconnection Study as set forth in Rule 21 Section F.3.c.v. or the results of the DGS Phase II Interconnection Study as set forth in Rule 21 Section F.3.c.xi. Results Meeting for Applicants in the Independent Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to



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discuss either the results of the Interconnection System Impact Study as set forth in Rule 21 Section 3.b.iii, or the results of the Interconnection Facilities Study as set forth in Rule 21 Section 3.b.ix.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Distribution Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the GIA.

System Integrity shall mean the condition under which Distribution Provider's Distribution and Transmission System is deemed safe and can reliably perform its intended functions in accordance with the safety and reliability rules of Distribution Provider.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Distribution Provider's Distribution System, the CAISO Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Distribution Provider's Distribution System, the CAISO Controlled Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

Transmission Cluster Study Process shall mean the Transmission Cluster Study Process set forth in GIP Section 4.

Transmission Control Agreement shall mean CAISO FERC Electric Tariff No. 7, as it may be modified from time to time, and accepted by the FERC, or any successor agreement.

Transmission System shall mean those transmission facilities owned by the Distribution Provider that have been placed under the CAISO's Operational Control and are part of the CAISO Grid, as defined in the CAISO Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.



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Uncontrollable Force shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.

Unsafe Operating Conditions shall mean conditions that, if left uncorrected, could result in harm to personnel, damage to equipment, loss of System Integrity or operation outside pre-established parameters required by the Generator Interconnection Agreement.

WDT shall mean the Wholesale Distribution Tariff, the Distribution Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Article 2. Effective Date, Term, and Termination

2.1. **Effective Date.** This GIA shall become effective upon execution by the Parties.

2.2. **Termination Procedures.**

2.2.1. **Written Notice.** This GIA may be terminated by Interconnection Customer after giving Distribution Provider ninety (90) Calendar Days advance written notice, or by Distribution Provider after the Generating Facility permanently ceases Commercial Operation.

2.2.2. **Default.** Either Party may terminate this GIA in accordance with Article 17.

2.2.3. **NEM-2 eligibility.** If Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining NEM-2 eligibility and metering for the receipt and delivery of electricity between Producer and Distribution Provider pursuant to California Public Utilities Code (PUC) section 2827.1 (as currently implemented by Commission Decision (D.)16-01-044), NEM-2 eligibility, then this provision applies and Distribution Provider may terminate this GIA if Interconnection Customer fails to maintain its NEM-2 eligibility for the term of this GIA.



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- 2.2.3.1. If Section 2.3.3 applies, the Interconnection Customer is responsible for maintaining NEM-2 eligibility and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its NEM-2 eligibility, or selling to a third-party. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the CAISO, including penalties and charges incurred by the Distribution Provider as a result of this failure to notify the Distribution Provider.
- 2.2.4. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.
- 2.2.5. Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.
- 2.3. Termination Costs.** If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the non-terminating Party's receipt of such notice of termination, that are the responsibility of the Party under this GIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA:
- 2.3.1. With respect to any portion of Distribution Provider's Interconnection Facilities that have not yet been constructed or installed, Distribution Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Distribution Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Distribution Provider for



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any or all such costs of materials or equipment not taken by Interconnection Customer, Distribution Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Distribution Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA or its GIA is terminated pursuant to Article 2.3 above, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

- 2.3.2. Distribution Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Distribution Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.
- 2.3.3. With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.
- 2.4. **Disconnection.** Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.
- 2.5. **Survival.** This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this



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GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

Article 3. [Intentionally Omitted]

Article 4. Scope of Service

- 4.1. **Interconnection Service.** Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Distribution System and be eligible to deliver the Generating Facility's output using the capacity of the Distribution System to the CAISO Grid. To the extent Interconnection Customer wants to receive Interconnection Service, Distribution Provider shall construct facilities identified in Appendices A and C that the Distribution Provider is responsible to construct.
- 4.2. **Provision of Service.** Distribution Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.
- 4.3. **Performance Standards.** Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this GIA for its compliance therewith. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the GIA.
- 4.4. **No Distribution Service or Transmission Service.** The execution of this GIA does not constitute a request for, or the provision of, Distribution Service under any tariff or transmission service under any tariff.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

- 5.1. **Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the Expected Initial Operation Date, and either Standard Option or Option to Build set forth below for completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and the date and selected option shall be set forth in Appendix B, Expected Initial Operation Date.



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5.1.1. **Standard Option.** Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities and Distribution Upgrades using Reasonable Efforts to complete Distribution Provider's Interconnection Facilities and Distribution Upgrades by the date set forth in Appendix B, Expected Initial Operation Date. Network Upgrades shall be designed, procured, and constructed in accordance with the CAISO Tariff using Reasonable Efforts to complete Network Upgrades by the date set forth in Appendix B, Expected Initial Operation Date. Distribution Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified date, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest date thereafter.

5.1.2. **[Intentionally Omitted]**

5.1.3. **Option to Build.** If the date designated by Interconnection Customer is not acceptable to Distribution Provider and if the Parties agree, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades. Interconnection Customer's Option to Build and any design, procurement, and construction pursuant to this option shall be subject to the approval of Distribution Provider and the provisions of Rule 21 Section I. Distribution Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option. If Distribution Provider does not approve Interconnection Customer's Option to Build, the Standard Option applies.

5.2. **General Conditions Applicable to Option to Build.** If Interconnection Customer assumes responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades,



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- (1) Interconnection Customer shall engineer, procure equipment, and construct Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Distribution Provider;
- (2) Interconnection Customer's engineering, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Distribution Provider would be subject in the engineering, procurement or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) Distribution Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) Prior to commencement of construction, Interconnection Customer shall provide to Distribution Provider a schedule for construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Distribution Provider;
- (5) At any time during construction, Distribution Provider shall have the right to gain unrestricted access to Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;
- (6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Distribution Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (7) Interconnection Customer shall indemnify Distribution Provider for claims arising from Interconnection Customer's construction of Distribution Provider's Interconnection Facilities and Stand Alone



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Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

- (8) Interconnection Customer shall transfer control of Distribution Provider's Interconnection Facilities to the Distribution Provider and shall transfer Operational Control of Stand Alone Network Upgrades to the CAISO;
- (9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Distribution Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Distribution Provider;
- (10) Distribution Provider shall approve and accept for operation and maintenance Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and
- (11) Interconnection Customer shall deliver to Distribution Provider "as-built" drawings, information, and any other documents that are reasonably required by Distribution Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Distribution Provider.

5.3. **[Intentionally Omitted.]**

5.4. **Power System Stabilizers.** The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and in accordance with the provisions of Section 4.6.5.1 of the CAISO Tariff. Distribution Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5. **Equipment Procurement.** If responsibility for construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider



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shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

- 5.5.1. Distribution Provider has completed the Interconnection Studies pursuant to the Generator Interconnection Study Process Agreement for Transmission Cluster Study Process Applicants, or Distribution Provider has completed the Interconnection Studies pursuant to the Detailed Study Agreement for Independent Study Process or Distribution Group Study Process Applicants.
 - 5.5.2. Distribution Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Expected Initial Operation Date; and
 - 5.5.3. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5.
- 5.6. **Construction Commencement.** Distribution Provider shall commence construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:
- 5.6.1. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
 - 5.6.2. Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades;
 - 5.6.3. Distribution Provider has received written authorization to proceed with construction from Interconnection Customer Expected Initial Operation Date; and
 - 5.6.4. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5.
- 5.7. **Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party.



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If, at any time, Interconnection Customer determines that the completion of Distribution Provider's Interconnection Facilities will not be required until after a specified In-Service Date, Interconnection Customer will provide written notice to Distribution Provider of such later date upon which the completion of Distribution Provider's Interconnection Facilities will be required.

- 5.8. **Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Distribution Provider's Distribution System, and shall work diligently and in good faith to make any necessary design changes.
- 5.9. **Limited Operation.** If any of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Distribution Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Distribution Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.
- 5.10. **Interconnection Customer's Interconnection Facilities ('ICIF').** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.
- 5.10.1. **Interconnection Customer's Interconnection Facility Specifications.** Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Distribution Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Distribution Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider and comment on such specifications within thirty



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(30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2. **Distribution Provider's Review.** Distribution Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Distribution Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3. **ICIF Construction.** The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Distribution Provider "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4. **Interconnection Customer to Meet Requirements of the Distribution Provider's Interconnection Handbook.** The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

5.11. **Distribution Provider's Interconnection Facilities Construction.** Distribution Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one



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hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Distribution Provider shall deliver to Interconnection Customer the following “as-built” drawings, information and documents for Distribution Provider's Interconnection Facilities: No as-built drawings will be provided.

Distribution Provider will obtain control for operating and maintenance purposes of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the CAISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

- 5.12. **Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at no cost to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.
- 5.13. **Lands of Other Property Owners.** If any part of Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Distribution Provider or Distribution Owner, Distribution Provider or Distribution Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove



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Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades upon such property.

- 5.14. **Permits.** Distribution Provider or Distribution Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Distribution Provider or Distribution Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Distribution Provider's own, or an Affiliate's generation.
- 5.15. **Early Construction of Base Case Facilities.** Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's Expected Date of Initial Operation, all or any portion of any Distribution Upgrades required for Interconnection Customer to be interconnected to the Distribution System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. Network Upgrades required for Interconnection Customer to be interconnected to the Distribution System shall be constructed in accordance with the CAISO Tariff. Interconnection Customer shall be responsible for all costs incurred pursuant to this Article 5.15.
- 5.16. **[Intentionally Omitted.]**
- 5.17. **Taxes.**
- 5.17.1. **Interconnection Customer Payments Not Taxable.** The Parties intend that all payments or property transfers made by Interconnection Customer to Distribution Provider for the installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.
- 5.17.2. **Representations and Covenants.** In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents



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and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Distribution System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Distribution Provider for Distribution Provider's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Distribution Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Distribution Provider's request, Interconnection Customer shall provide Distribution Provider with a report from an independent engineer confirming its representation in clause (iii), above. Distribution Provider represents and covenants that the cost of Distribution Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

- 5.17.3. **Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider.** Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Distribution Provider from the cost consequences of any current tax liability imposed against Distribution Provider as the result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Distribution Provider.

Distribution Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Distribution Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Distribution Provider should be reported as income subject to taxation or (ii) any Governmental



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Authority directs Distribution Provider to report payments or property as income subject to taxation; provided, however, that Distribution Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Distribution Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Distribution Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Distribution Provider of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Distribution Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

- 5.17.4. **Tax Gross-Up Amount.** Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider ("Current Taxes") on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Distribution Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Distribution Provider's composite federal and state tax rates at the time the payments or property transfers are received and Distribution Provider will be treated as being subject to tax at the highest marginal



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rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Distribution Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Distribution Provider's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Distribution Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

- 5.17.5. **Private Letter Ruling or Change or Clarification of Law.** At Interconnection Customer's request and expense, Distribution Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Distribution Provider under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Distribution Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Distribution Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

- 5.17.6. **Subsequent Taxable Events.** If, within 10 years from the date on which the relevant Distribution Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Provider retains ownership of the Interconnection



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Facilities, Distribution Upgrades, and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

- 5.17.7. **Contests.** In the event any Governmental Authority determines that Distribution Provider's receipt of payments or property constitutes income that is subject to taxation, Distribution Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Distribution Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Distribution Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Distribution Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Distribution Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Distribution Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement



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amount shall be calculated on a fully-grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Distribution Provider for the tax at issue in the contest.

5.17.8. **Refund.** In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Distribution Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not taxable to Distribution Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Distribution Provider are not subject to federal income tax, or (d) if Distribution Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Distribution Provider pursuant to this GIA, Distribution Provider shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) interest on any amounts paid by Interconnection Customer to Distribution Provider for such taxes which Distribution Provider did not submit to the taxing authority, calculated using an interest rate equal to one-twelfth of the Federal Reserve three-month Commercial paper Rate – Non-Financial, from the Federal Reserve Statistical Release H.15 (expressed as an annual rate) from the date payment was made by Interconnection Customer to the date Distribution Provider refunds such payment to Interconnection Customer, and
- (iii) with respect to any such taxes paid by Distribution Provider, any refund or credit Distribution Provider receives or to which it may be entitled from any Governmental Authority, interest



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(or that portion thereof attributable to the payment described in clause (i), above) owed to Distribution Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Distribution Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Distribution Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Distribution Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Distribution Provider's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities, Distribution Upgrades, and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9. **Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this GIA. Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Distribution Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Distribution Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Distribution Provider.

5.17.10. **Distribution Owners Who Are Not Distribution Providers.** If Distribution Provider is not the same entity as the Distribution Owner, then (i) all



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references in this Article 5.17 to Distribution Provider shall be deemed also to refer to and to include the Distribution Owner, as appropriate, and (ii) this GIA shall not become effective until such Distribution Owner shall have agreed in writing to assume all of the duties and obligations of Distribution Provider under this Article 5.17 of this GIA.

5.18. **Tax Status.** Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this GIA is intended to adversely affect any Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19. **Modification.**

5.19.1. **General.** Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Distribution Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2. **Standards.** Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.



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5.19.3. **Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Distribution Provider makes to Distribution Provider's Interconnection Facilities or the Distribution System to facilitate the interconnection of a third party to Distribution Provider's Interconnection Facilities or the Distribution System, or to provide transmission service to a third party under Distribution Provider's applicable tariffs. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

Article 6. Testing and Inspection

- 6.1. **Commissioning Testing and Pre-Commercial Operation Date Testing and Modifications.** Prior to commencing Parallel Operation of a Generating Facility with Distribution Provider's system, Commissioning Testing shall be conducted pursuant to Rule 21. However, Interconnection Customer shall not commence Parallel Operation of its Generating Facility unless it has received Distribution Provider's express written permission to do so. Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.
- 6.2. **Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.



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- 6.3. **Right to Observe Testing.** Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right to observe such testing. Costs associated with this Article are subject to the relevant provisions of Rule 21.
- 6.4. **Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

Article 7. Metering

- 7.1. **General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of Rule 21 regarding metering. Unless otherwise agreed by the Parties, Distribution Provider may install additional Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at Distribution Provider's option, compensated to, the Point of Interconnection. Interconnection Customer's access to meter data shall be provided in accordance with Rule 21. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.
- 7.2. **Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the CAISO-pollled meters or Distribution Provider's meters. Such check meters shall be for check



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purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except in the case that no other means are available on a temporary basis at the option of the Distribution Provider. The check meters shall be subject at all reasonable times to inspection and examination by Distribution Provider or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

- 7.3. **Distribution Provider Retail Metering.** Distribution Provider may install retail revenue quality meters and associated equipment, pursuant to the Distribution Provider's applicable retail tariffs.

Article 8. Communications

- 8.1. **Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Distribution Provider's Distribution System dispatcher or representative designated by Distribution Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Distribution Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Distribution Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

- 8.2. **Telemetry.** The Parties shall comply with the provisions of the Rule 21 regarding telemetry.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.



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- 8.3. **No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

Article 9. Operations

- 9.1. **General.** Each Party shall comply with Applicable Reliability Standards and the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2. **[Intentionally Omitted.]**
- 9.3. **Distribution Provider Obligations.** Distribution Provider shall cause the Distribution System and Distribution Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this GIA and Distribution Provider's operating protocols and procedures as they may change from time to time. Distribution Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.
- 9.4. **Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.
- 9.4.1. Program specific information relating to the Interconnection Customer's Generating Facility and any associated arrangements (i.e. NEM2, NEM2A, NEM2MT, NEM2V, NEM2VMSH (1 SDP), and NEMVMSH (DEV)) will be set forth in Appendix C of this GIA.



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- 9.4.2. In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 9.4.3. Applicant certifies as a part of each interconnection request for NEM2 that
- 9.4.3.1. a warranty of at least 10 years has been provided on all equipment and on its installation, or
- 9.4.3.2. a 10-year service warranty or executed “agreement” has been provided ensuring proper maintenance and continued system performance.
- 9.4.4. NEM-2 Applicants must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.
- 9.5. **Start-Up and Synchronization.** Consistent with the Parties’ mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to Distribution Provider’s Distribution System.
- 9.6. **Reactive Power.**
- 9.6.1. **Power Factor Design Criteria.** The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution



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Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

9.6.2. **Governors and Regulators.** Whenever the Generating Facility is operated in parallel with the Distribution System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in a manner consistent with Rule 21.

9.7. **Outages and Interruptions.**

9.7.1. **Outages.**

9.7.1.1. **Outage Authority and Coordination.** Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities, Distribution Upgrades, or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2. **Outage Schedules.** Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Distribution Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Distribution Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Distribution System and Transmission System. Distribution Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any



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additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Distribution Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities. Distribution Provider shall have no obligation to pay Interconnection Customer any costs the Interconnection Customer incurs as the result of being directed by the CAISO to reschedule maintenance.

9.7.1.3. **Outage Restoration.** If an outage on a Party's Interconnection Facilities, Distribution Upgrades, or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2. **Interruption of Service.** If required by Good Utility Practice to do so, Distribution Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Distribution Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1. The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2. Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all



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generating facilities directly connected to the Distribution System;

9.7.2.3. When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

9.7.2.4. Except during the existence of an Emergency, when the interruption or reduction can be scheduled without advance notice, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Distribution Provider;

9.7.2.5. The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Distribution System and Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3. **[Intentionally Omitted.]**

9.7.4. **System Protection and Other Control Requirements.**

9.7.4.1. **System Protection Facilities.** Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer's Interconnection Facilities. Distribution Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Distribution Provider's Interconnection Facilities, Distribution System, or the Transmission System as a result of the interconnection of the Generating Facility and Interconnection Customer's Interconnection Facilities.



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- 9.7.4.2. Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.
- 9.7.4.3. Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.
- 9.7.4.4. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.
- 9.7.4.5. Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook.
- 9.7.4.6. Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.
- 9.7.5. **Requirements for Protection.** In compliance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Distribution System not



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otherwise isolated by Distribution Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Distribution System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Distribution System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution System could adversely affect the Generating Facility.

- 9.7.6. **Power Quality.** Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.
- 9.8. **Switching and Tagging Rules.** Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.
- 9.9. **Use of Interconnection Facilities by Third Parties.**
- 9.9.1. **Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the



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sole purpose of interconnecting the Generating Facility to the Distribution System and shall be used for no other purpose.

- 9.9.2. **Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Distribution Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to CPUC for resolution if the third party user is seeking a CPUC-jurisdictional use and by FERC if the third party user is seeking a FERC-jurisdictional use. Interconnection Customer agrees to be bound by any such resolution by FERC.

- 9.10. **Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Distribution Provider's Distribution System and Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

Article 10. Maintenance

- 10.1. **Distribution Provider Obligations.** Distribution Provider shall maintain the Distribution System, Transmission System and Distribution Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.



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- 10.2. **Interconnection Customer Obligations.** Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.
- 10.3. **Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.
- 10.4. **Secondary Systems.** Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 10.5. **Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Distribution Provider's Interconnection Facilities.

Article 11. Performance Obligations

- 11.1. **Interconnection Customer Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.
- 11.2. **Distribution Provider's Interconnection Facilities.** Distribution Provider or Distribution Owner shall design, procure, construct, install, own and/or control the Distribution Provider's Interconnection Facilities described in Appendix A,



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Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

11.3. **Network Upgrades and Distribution Upgrades.** Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. Network Upgrades shall be designed, procured, and constructed in accordance with the CAISO Tariff. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades or Network Upgrades.

11.4. **Transmission Credits.**

11.4.1. Repayment of Amounts Advanced for Network Upgrades.

11.4.1.1. To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network



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Upgrades, and no cash repayment shall be made pursuant to this Agreement.

11.4.1.2. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1, the Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Distribution Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

11.4.1.3. If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Distribution Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2. **Special Provisions for Affected Systems.** Unless Distribution Provider provides, under the GIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by



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Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.4.3. Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

11.5. **Provision of Interconnection Financial Security.** The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Rule 21 Section F.4 if studied under the Independent Study Process or Distribution Group Study Process. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 4.23 of the GIP if studied under the Transmission Cluster Study Process.

Article 12. Invoice

12.1. **General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2. **Final Invoice.** Within twelve (12) months after completion of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades, Distribution Provider shall provide an invoice of the final cost of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Distribution Provider shall refund to Interconnection Customer any



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amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

- 12.3. **Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.

Article 13. Emergencies Consistent with Rule 21

- 13.1. **Emergencies.** Emergencies shall be handled in a manner consistent with Rule 21.

Article 14. Regulatory Requirements and Governing Law

- 14.1. **Regulatory Requirements.** Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2. **Governing Law.**

14.2.1. The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state of California, without regard to its conflicts of law principles.

14.2.2. This GIA is subject to all Applicable Laws and Regulations.

14.2.3. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.



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Article 15. Notices.

15.1. **General.** Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2. **Billings and Payments.** Billings and payments shall be sent to the addresses set out in Appendix F.

15.3. **Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4. **Operations and Maintenance Notice.** Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Uncontrollable Force

16.1. **Uncontrollable Force.**

16.1.1. Economic hardship is not considered an Uncontrollable Force event.

16.1.2. Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Uncontrollable Force. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of an Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article



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shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Uncontrollable Force, the time and date when the Uncontrollable Force occurred and when the Uncontrollable Force is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 17. Default

17.1. Default

17.1.1. **General.** No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force as defined in this GIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2. **Right to Terminate.** If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.



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Article 18. Indemnity, Consequential Damages and Insurance

18.1. **Indemnity.** The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this GIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1. **Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2. **Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3. **Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those



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available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

- 18.1.4 **Exemption.** This entire Section 18.1 does not apply to either Party where the Interconnection Customer is prohibited from providing Distribution Provider the indemnity contained herein by CA Constitution Article XVI, Section 6, and where no law expressly authorizes such indemnity.
- 18.2. **Consequential Damages.** In no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.
- 18.3. **Insurance.** Each party shall, at its own expense, maintain in force throughout the period of this GIA, and until released by the other Party, the following



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minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

- 18.3.1. Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.
- 18.3.2. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- 18.3.3. Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 18.3.4. Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of One Million Dollars (\$1,000,000) per MW, of Generating Facility capacity, rounded up to the nearest MW, per occurrence, up to a maximum of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5. The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group and provide thirty (30) Calendar Days advance



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written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

- 18.3.6. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this GIA.
- 18.3.9. Within ten (10) Calendar Days following execution of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10. Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by



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Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

Article 19. Assignment

19.1. **Assignment.** This GIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this GIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Distribution Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Distribution Provider of the date and particulars of any such exercise of assignment right(s), including providing the Distribution Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

20.1. **Severability.** If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if



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Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Distribution Provider) seeks and obtains such a final determination with respect to any provision of the Option to Build (Article 5.1.3), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

21.1. **Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

22.1. **Definition of Confidential Information.** The confidentiality provisions applicable to this Agreement are set forth in Rule 21, Section D.7 (Confidentiality) and in the following provisions included in this Article.

22.1.1. **Release of Confidential Information.** Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

22.1.2. **Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.3. **No Warranties.** By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or



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Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

- 22.1.4. **Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.
- 22.1.5. **Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
- 22.1.6. **Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.



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Article 23. Environmental Releases

- 23.1. Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

Article 24. Information Requirements

- 24.1. **Information Acquisition.** Distribution Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.
- 24.2. **Information Submission by Distribution Provider.** The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.
- 24.3. **Updated Information Submission by Interconnection Customer.** The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. If studied under the Transmission Cluster Study Process, Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. If studied under Independent Study Process or the Distribution Group Study Process, Interconnection Customer shall submit a completed copy of the



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Generating Facility data requirements contained in the Rule 21 Interconnection Application for Exporting Generating Facilities. It shall also include any additional information provided to Distribution Provider for the Interconnection Studies. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Distribution Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to Distribution Provider pursuant to the Detailed Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

- 24.4. **Information Supplementation.** Prior to the Trial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all “as-built” Generating Facility information or “as-tested” performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit “step voltage” test on the Generating Facility to verify proper operation of the Generating Facility’s automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility’s terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Distribution Provider for each individual generating unit in a station.



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Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Distribution Provider any information changes due to equipment replacement, repair, or adjustment. Distribution Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Distribution Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access and Audit Rights

- 25.1. **Information Access.** Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.
- 25.2. **Reporting of Non-Uncontrollable Force Events.** Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than an Uncontrollable Force event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this GIA.
- 25.3. **Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Distribution Provider's efforts to allocate responsibility for interruption or reduction of generation on the Distribution System, and each Party's actions in an Emergency. Any audit authorized by this article shall be performed at the



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offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4. **Audit Rights Periods.**

25.4.1. **Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades shall be subject to audit for a period of twenty-four months following Distribution Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2. **Audit Rights Period for All Other Accounts and Records.** Accounts and records related to either Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5. **Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Article 26. Subcontractors

26.1. **General.** Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2. **Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring



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Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Distribution Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

- 26.3. **No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

- 27.1. **Disputes.** Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Independent Study Process or Distribution Group Study Process regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21. Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party's performance of its obligations pursuant to the WDT (e.g., any dispute regarding the Application Process, the Transmission Cluster Study Process, including the cost allocation of upgrades, the classification of upgrades as either Distribution Upgrades or Network Upgrades, posting of financial security and refunds) will be resolved pursuant to dispute resolution procedures in the WDT. Any other dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party's performance of its obligations related to this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 28. Representations, Warranties, and Covenants

- 28.1. **General.** Each Party makes the following representations, warranties and covenants:
- 28.1.1. **Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility,



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Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

- 28.1.2. **Authority.** Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).
- 28.1.3. **No Conflict.** The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.
- 28.1.4. **Consent and Approval.** Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

Article 29. [Reserved]

Article 30. Miscellaneous

- 30.1. **Binding Effect.** This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2. **Conflicts.** In the event of a conflict between this GIA and Rule 21, the terms and provisions of Rule 21 shall prevail. For Interconnection Customers studied under the Transmission Cluster Study Process, in the event of a conflict between applicable provisions of the WDT and Rule 21, the provisions of the



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WDT shall prevail with respect to parts of the interconnection process performed under the WDT; Rule 21 shall prevail with respect to all other matters.

- 30.3. **Rules of Interpretation.** This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".
- 30.4. **Entire Agreement.** This GIA, including all incorporated tariff provisions and the Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this GIA.
- 30.5. **No Third Party Beneficiaries.** This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.



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- 30.6. **Waiver.** The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Distribution Provider. Any waiver of this GIA shall, if requested, be provided in writing.

- 30.7. **Headings.** The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.

- 30.8. **Multiple Counterparts.** This GIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

- 30.9. **Amendment.** The Parties may by mutual agreement amend this GIA by a written instrument duly executed by the Parties.

- 30.10. **Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

- 30.11. **Incorporation of Rule 21 into Agreement and CPUC Modification.** Rule 21, subject to any modifications the CPUC may direct in the exercise of its jurisdiction, is incorporated in its entirety into this GIA. Unless otherwise ordered by the CPUC, this GIA at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. Notwithstanding the foregoing, if provisions of this GIA or the Parties' obligations are dictated by the WDT or the results of the Transmission Cluster Study process under the WDT (e.g., provisions related to the classification of upgrades as either Distribution Upgrades or Network Upgrades and the allocation of costs of facilities), they are not subject to modification by the CPUC.

- 30.12. **No Partnership.** This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the



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Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

IN WITNESS WHEREOF, the Parties have executed this GIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Signature lines for Interconnection Company Name and PACIFIC GAS AND ELECTRIC COMPANY, including fields for Signature, Print Name, Title, and Date.



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Appendix A to GIA

**Interconnection Facilities, Network Upgrades and Distribution
Upgrades**

1. Interconnection Facilities:

(a) [insert Interconnection Customer's Interconnection Facilities]:

(b) [insert Distribution Provider's Interconnection Facilities]:

2. Network Upgrades:

(a) Stand Alone Network Upgrades:

(b) Other Network Upgrades:

3. Distribution Upgrades:



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Appendix B to GIA

Expected Initial Operation Date



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GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix C to GIA

Interconnection Details



*Pacific Gas and
Electric Company*®

RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix D to GIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. The CPUC will expect the CAISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.



Pacific Gas and Electric Company[®]

RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix E to GIA

Commercial Operation Date

This Appendix E is a part of the GIA between Distribution Provider and Interconnection Customer.

[Date]

[Distribution Provider Address]

Re: _____ Generating Facility

Dear _____:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. _____. This letter confirms that **[Interconnection Customer]** commenced Commercial Operation of Unit No. ____ at the Generating Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]



*Pacific Gas and
Electric Company*®

RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

Distribution Provider:

[Contact Information to be supplied]

Interconnection Customer:

[Contact Information to be supplied]

Billings and Payments:

Distribution Provider:

[Contact Information to be supplied]

Interconnection Customer:

[Contact Information to be supplied]



*Pacific Gas and
Electric Company*®

RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Distribution Provider:

[Contact Information to be supplied]

Interconnection Customer:

[Contact Information to be supplied]



*Pacific Gas and
Electric Company*®

RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix G to GIA

**Interconnection Customer's Share of Costs of Distribution Upgrades
and Network Upgrades for Applicable Project Group**



RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix H to GIA

Requirements for Inverter Based Generating Facilities

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.) Verification of inverter model's compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that **meets one or more of the following conditions**:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Interconnection Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments
- 2. A completed signed Interconnection Agreement
- 3. Evidence of the Interconnection Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



Electric Sample Form No. 79-1189

Sheet 1

Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 5185-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed November 17, 2017
Effective November 17, 2017
Resolution _____



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

This Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less, (Agreement) is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate solar electric generation for the Customer-Generator or designated agent of the Customer-Generator sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2VMSH).

The purpose of this Agreement is to allow the Customer-Generator to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2VMSH. Customer-Generator has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Eligible Low Income Development's own electrical requirements at the affiliated service points. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

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 Electric 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 Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 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.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

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).

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, 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. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 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 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, 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 5.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

- 5.1 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.
- 5.2 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 5.1, 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.
- 5.3 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 *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less* (Form 79-1189); and (3) 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.
- 5.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2MSH, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
 - (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

- 5.7 For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

6. INTERCONNECTION FACILITIES

- 6.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
6.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
6.3 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 an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

To the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this section, Customer-Generator shall not be required to purchase any additional liability insurance.

[] I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEM2VMSH Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

[] I do not have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEM2VMSH Generating Facility location.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 9.1 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 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
9.2 The provisions of this Section 9 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.

10. NOTICES

- 10.1 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 Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____
Address: _____
City: _____
Phone: () _____
FAX: () _____

- 10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.
10.3 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.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

11. REVIEW OF RECORDS AND DATA

- 11.1 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.
- 11.2 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.

12. 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.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E'S TARIFF SCHEDULES AND RULES

- 14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

16. 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.

17. 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.

<i>(Customer Generator's Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>



*Pacific Gas and
Electric Company*[®]

**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEM2VMSH) INTERCONNECTION
AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING
WITH SOLAR GENERATION TOTALING 1 MW OR LESS**

**APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)**



*Pacific Gas and
Electric Company*®

**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEM2VMSH) INTERCONNECTION
AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING
WITH SOLAR GENERATION TOTALING 1 MW 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)**



Electric Sample Form No. 79-1190

Sheet 1

Virtual Net Energy Metering (NEM2V) Interconnection Agreement
for Solar (PV) or Wind Generation Totaling 1 MW or Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 5185-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed November 17, 2017
Effective November 17, 2017
Resolution _____



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

This *Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____

_____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a multi-tenant or multi-meter Eligible NEM2V installation on a single Premises, as defined in Electric Rule 1 for the Customer-Generator or designated agent of the Customer-Generator who interconnects a single solar photovoltaic and/or wind generating facility (Renewable Electric Generation Facility) sized no larger than 1 MW for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2V) of the past year that is on a single Premises, as defined in Electric Rule 1¹ with other individually metered PG&E Benefitting Accounts that will be allocated the benefits of the Renewable Electric Generation Facility as described in NEM2V, that meets all the applicability requirements in Schedule NEM2V, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

The purpose of this Agreement is to allow the Customer-Generator to interconnect the Renewable Electric Generation Facility with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2V. Customer-Generator has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Electric System, primarily to offset part or all of the NEM2V Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

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 Electric 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 Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 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.

¹ From Electric Rule2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

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 Customer-Generator Affidavit Warranting That NEM2V Arrangement Is Sized to Load.

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, 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. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 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 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, 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



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

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 5.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

- 5.1 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.
- 5.2 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 5.1, 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.
- 5.3 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 *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less* (Form 79-1190); and (3) 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.
- 5.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

- 5.7 For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments
- 2. A completed signed Interconnection Agreement
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

6. INTERCONNECTION FACILITIES

- 6.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
6.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
6.3 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 an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

To the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this section, Customer-Generator shall not be required to purchase any additional liability insurance.

[] I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEM2V Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

[] I do not have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEM2V Generating Facility location.

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

9.1 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 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

9.2 The provisions of this Section 9 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.

10. NOTICES

10.1 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 Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (____) _____

FAX: (____) _____

10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.

10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

11.1 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.

11.2 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.

12. 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.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

16. 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.

17. 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.

Signature lines for Customer Generator and Pacific Gas and Electric Company, including fields for Name, Signature, Print Name, Title, and Date.

**VIRTUAL NET ENERGY METERING (NEM2V)
INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR
WIND GENERATION TOTALING 1 MW OR LESS**

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

**VIRTUAL NET ENERGY METERING (NEM2V)
INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR
WIND GENERATION TOTALING 1 MW 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)



**VIRTUAL NET ENERGY METERING (NEM2V)
INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR
WIND GENERATION TOTALING 1 MW OR LESS**

APPENDIX C

**CUSTOMER-GENERATOR AFFIDAVIT WARRANTING THAT NEM2V
ARRANGEMENT IS SIZED TO LOAD**

In accordance with Schedule NEM2V, I, Customer-Generator warrant that:

- 1) the Generator Account associated with this NEM2V agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts included in this NEM2V Arrangement, and
- 2) the Eligible Allocation Percentage established for each Benefitting Account is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Service Address of Generator:

Customer Generator's Name

Signature

Date

Type/Print Name

Title



Electric Sample Form No. 79-1191 Sheet 1
Generating Facility Interconnection Agreement for Local Government Renewable Energy
Self-Generation Bill Credit Transfer (RES-BCT)

**Please Refer to Attached
Sample Form**

(Continued)

Advice 5185-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed November 17, 2017
Effective November 17, 2017
Resolution _____



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

This Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT), (Agreement) is entered into by and between

_____, a _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Local Government Renewable Energy Self Generation Bill Credit Transfer Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5. The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility does / does not meet the



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

- 2.9. The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

- Appendix A- Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
- Appendix B- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
- Appendix C- A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).
- Appendix D- Producer Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2830 of the California Public Utilities Code
- Appendix E- Producer Certification that it meets the Definition of a Local Government, as Defined in Public Utilities Section 2830(A)

- 3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

- 4.1. This Agreement shall become effective as of the last date entered in Section 19, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 12 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

- 4.2. Producer may elect to terminate this Agreement pursuant to the terms of



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 12.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

5.1.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 12.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.1.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.1, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

5.2 For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31,



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

2018, or

- (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

6. INTERCONNECTION FACILITIES

- 6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E’s Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer’s Generating Facility.
- 6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3. If the provisions of PG&E’s Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

7. DISTRIBUTION UPGRADES

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in a Special Facilities Agreement attached to and made a part of this Agreement as Appendix C. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

¹A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments
- 2. A completed signed Interconnection Agreement
- 3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.



**GENERATING FACILITY INTERCONNECTION
AGREEMENT FOR LOCAL GOVERNMENT
RENEWABLE ENERGY SELF-GENERATION BILL
CREDIT TRANSFER (RES-BCT)**

8. NETWORK UPGRADES

- 8.1. No portion of this Section 9 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.
- 8.2. The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 8.2.1 directs otherwise.
- 8.2.1. To the extent that the CAISO Tariff, as referenced in Rule 21 section E.4, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.
- 8.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the nonusage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades



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not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

8.2.1.2. If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

8.3. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

9. 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.

10. INSURANCE

10.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.



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- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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 11.3:
- (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 are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 11.1.
- 10.6. 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



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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: Electric Generation Interconnection - Contract
Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Producer:

Producer 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 12.1.

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 Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.

12.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.



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13. 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.

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 in writing, signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.



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18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

<i>(Producer's Company Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>



*Pacific Gas and
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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)



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APPENDIX B

RULES “2” AND “21”

Note: PG&E’s electric Rules “2” and “21” may be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. PG&E’s tariffs, including Rules “2” and “21” can be accessed via the PG&E website at www.pge.com/tariffs. Upon request, PG&E can provide copies to Producer of Rules “2” and “21.”)



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APPENDIX C (If Applicable)

RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)



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APPENDIX D

PRODUCER WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE RENEWABLE GENERATING FACILITY PURSUANT TO SECTION 2830 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Identify the Type of Renewable Electrical Generation Facility:

Table with 3 columns and 4 rows of checkboxes for biomass, solar thermal, small hydroelectric generation, ocean thermal, geothermal, fuel cell, ocean wave, tidal current, municipal solid waste, landfill gas, and digester gas.

RES-BCT Producer declares that its Generating Facility:

- (1) meets the requirements of an "Eligible Renewable Generating Facility", as defined in Section 2830(a)(4) of the California Public Utilities Code and
(2) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2830(a)(4) and Public Resource Code Section 25741 paragraph 1(a):

If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Producer warrants that the fuel cell is powered solely with renewable fuel.

If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

Eligible Producer warrants that the Renewable Generation Facility is powered solely with renewable fuel.

1 The RPS Guidebooks can be found at: http://www.energy.ca.gov/renewables/documents/index.html#rps



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Eligible Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Producer and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Producer or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Producer shall promptly provide PG&E with Notice of such change pursuant to Section 12 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Producer or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Producer to provide evidence that Eligible Producer and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Producer again demonstrates to PG&E's reasonable satisfaction that Eligible Producer meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Producer of the Eligibility Status Change pursuant to Section 12 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Producer and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Producer's representations that Eligible Producer and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the provisions of PG&E's Schedule RES-BCT.

Any amounts to be paid or refunded by Eligible Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Producer's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Producer Signature: _____

Name: _____

Title: _____

Date: _____



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APPENDIX E

**PRODUCER CERTIFICATION THAT IT MEETS THE DEFINITION OF
A LOCAL GOVERNMENT, AS DEFINED IN PUBLIC UTILITIES
SECTION 2830(A)**

The Producer certifies that it is a Local Government that meets the definition of a "Local Government" as defined in Public Utilities code (PU) Section 2830 (a) (6) and, where applicable, PU Section 2830 (a) (3).

PU Code § 2830 (a) (6) reads as follows:

"Local government" means a city, county, whether general law or chartered, city and county, special district, school district, political subdivision, or other local public agency, but shall not mean a joint powers authority, the state or any agency or department of the state, other than an individual campus of the University of California or the California State University.

And a campus is defined in PU Code 2830 (a) (3) as:

"Campus" means an individual community college campus, individual California State University campus, or individual University of California campus.

In addition applicant certifies that all of the service agreements listed on Appendix A – *Designation of Bill Credit Allocation Percentages to RES-BCT Arrangement Accounts* are accounts for this same Local Government.

I am duly authorized to make this certification on behalf of the Local Government submitting this RES-BCT Application.

Name: _____

Title: _____

Authorized Signature: _____

Date _____



Electric Sample Form No. 79-1192 Sheet 1
Interconnection Agreement for Non-Export Storage Generating Facilities 500KW or Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 5185-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed November 17, 2017
Effective November 17, 2017
Resolution _____



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500KW or LESS

This *INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500kW or LESS* (Agreement) is entered into by and between _____, a _____, (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Storage Generating Facility in parallel with PG&E’s Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer’s Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer’s Generating Facility through Producer’s circuits). To be eligible for interconnection using this agreement, Producer’s Non-Export Energy Storage Generating Facility interconnection must satisfy the Fast Track Process technical review requirements of Rule 21 Section F.2 and all of the following requirements must be met:

- 1.1 The Producer must meet all the eligibility criteria described in Rule 21, Section N.1 for the expedited storage interconnection process, including:
 - (a) Producer must have electronically submitted a completed Interconnection Request, including completing all application fields and submitting all supporting documentation necessary to facilitate the expedited review as required by Distribution Provider. Such documentation may include, but is not limited to, single line diagrams with specific details, manufacturer data sheets for proposed equipment, description of control systems, validation of the right to do business in the state, etc. PG&E shall clearly communicate these requirements as part of the application process. Producer shall select this process option in the Interconnection Request.
 - (b) Producer’s Interconnection Request must be eligible for, and select, the Fast Track Process, as described in Rule 21.
 - (c) Producer’s Interconnection Request must pass Fast Track Initial Review and not require any Interconnection Facilities, Distribution Upgrades or Network Upgrades to remain eligible under this Section. As such, Interconnection Requests that select the Cost Envelope Option are not eligible.
- 1.2 The Producer’s Generating Facility must meet and adhere to all of the following criteria, per Rule 21 Section N.2
 - (a) The Generating Facility must be comprised solely of the following specific categories of generation technology: Non-Exporting battery storage.
 - (b) The Generating Facility must have an aggregate maximum inverter nameplate rating of no greater than 500 kW. There is no limitation on an energy storage device’s kWh capacity rating.



- (c) The Generating Facility must be located behind an existing single retail meter and Point of Common Coupling with a single, clearly marked and accessible disconnect. No other Generators, other than isolated back-up Generators, may be at the same Point of Interconnection or Point of Common Coupling.
- (d) The Generating Facility must utilize Option 3 (Certified Non-Islanding Protection) or Option 4 (Relative Generating Facility Rating) to meet the non-export protection requirements of Screen I in Section G.1.i.
- (e) The Generating Facility must have a single or coordinated control system for all charging functions if utilizing multiple inverters. The control system must also ensure that there is no increase in the Interconnection Customer's existing peak load demand.
- (f) The Generating Facility must utilize only inverter-based, UL 1741 and UL 1741 SA-listed equipment. Additionally, all installed equipment must meet Distribution Provider's current electric service requirements with no violations or variances.

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service account number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____
 Address: _____
 City/Zip Code: _____

2.5. The Gross Nameplate Rating for the inverter of the Storage Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW. (must be 500 kW or less)

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

2.8. The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS



3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

- Appendix A- Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
- Appendix B- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
- Appendix C - (Intentionally Left Blank)
- Appendix D- Operating Requirements for Energy Storage Device(s).

3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole



opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

- 4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

- 5.1. The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.
- 5.2. Given that the Producer's Generating Facility includes energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix D of this Agreement.
- 5.3. For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:



- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

6. INTERCONNECTION FACILITIES

- 6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E’s Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer’s Generating Facility.
- 6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3. If the provisions of PG&E’s Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

¹A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments
- 2. A completed signed Interconnection Agreement
- 3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system



7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

8.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

8.2. The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3. If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.



- 8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance, if any, shall be made available to PG&E upon request.

9. NOTICES

- 9.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: [Contact information to be supplied]

If to Producer: [Contact information to be supplied]

- 9.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.



10. REVIEW OF RECORDS AND DATA

- 10.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.
- 10.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 13.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 13.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500KW or LESS

13.5. In accordance with PG&E Advice Letter 4941-E-A, the provisions provided for in Rule 21 Section N and covered under this interconnection agreement are being implemented under a pilot approach with a July 1, 2017 through June 30, 2018 reporting period. As such, the provisions may be continued, modified and/or withdrawn as determined by the Commission.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Producer's Company Name)</i>	
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>



APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)



**APPENDIX B
RULES “2” AND “21”
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)**

(Note: PG&E’s tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)



APPENDIX C

(Intentionally Left Blank)



APPENDIX D

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand.
To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between [Month/Day] and [Month/Day]

And during the hours of []

The storage device(s) will consume no more than a total of kW from the Distribution System.

This operating constraint voids the need for the following specific mitigation scope:

Table with 6 empty rows for specific mitigation scope details.

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.*



Electric Sample Form No. 79-1193

Sheet 1

Agreement and Customer Authorization Net Energy Metering Interconnection for Solar and/or
Wind Electric Generating Facilities of 30 Kilowatts or Less Paired with Energy Storage of 10 Kilowatts or
Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 5185-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed November 17, 2017
Effective November 17, 2017
Resolution _____



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Paired with Energy Storage of 10 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF and participants in the Demand Response Programs below are not eligible to participate in NEM.
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

NEM 30 kilowatts or Less Paired with Energy Storage: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation (NEMA) is a program that allows customers with multiple meters to use the renewable energy generated at one meter (up to 1MW) to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator. Energy Storage system must be 10 kilowatts or less.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
Service Address*	City*	CA State Zip*
Customer Phone Number	Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)	

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
---	---------------

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

Company Name	Contact Person
Contact Phone Number	Email



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

- By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit an Interconnection Request and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) a valid Interconnection Request, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM systems should be sized with an estimated annual production no larger than 110% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. For customers on a Time-of-Use rate, sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill. For customer who are not on a Time-of-Use rate, you might want to size your system larger (90-95% of your annual load), in order to minimize your electricity bill. Of course, individual circumstances may vary. Customers can obtain their usage data from www.pge.com/greenbutton. System sizing eligibility will be reviewed using the criteria below.

B. Generator System Sizing

Generator System Type: Solar Wind Both

Estimated Annual Production:

- Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.
- Solar Systems > 5 kW (CEC-AC kW) or any system with wind, size is determined below. Please continue to fill out all of Section B.
- The Solar CEC-AC kW calculated from the Application cannot exceed 5% of the CEC-AC kW listed above



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

(1) Solar CEC-AC rating^A _____ (kW) X 1,664^B = _____ (kWh)

AND/OR (2) Wind Nameplate rating _____ (kW) X 2,190^C = _____ (kWh)

(3) Total Energy Production (1) + (2) = _____ (kWh)

Estimated Annual Energy Usage:

(4) Recent annual usage _____ (kWh) X 1.1 = _____ (kWh)

OR (If 12 months usage not available) (5) Building size _____ (sq ft) X 3.32^D = _____ (kWh)

AND (6) I plan to increase my annual usage (kWh) by _____ (kWh)

(7) Total Energy Usage (2 or 3) + (4) = _____ (kWh)

Net Generation:

(8) Production - Usage (3) - (7) = _____ (kWh)*

*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section J to read the provisions around Net Surplus Compensation (NSC).

Non-NEM Eligible Energy Storage System:

Energy Storage System Rating _____ kW

Does the energy storage system share an inverter with the NEM system? Yes No

If not, please provide:

Energy Storage Inverter Rating _____ kW

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM Account: Select one rate from the category applicable to you. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

^A CEC-AC (kW) =California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000
^B 8,760 hrs/yr x 0.19 solar capacity factor = 1,664
^C 8,760 hrs/yr x 0.25 wind capacity factor = 2,190
^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Residential Service Rate (Select one):

- E-1 – Non-Time-of-Use
- E-6 – Time-of-Use
- E-7^E – Time-of-Use
- E-8^F – Non-Time-of-Use
- E-9A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- E-9B^F – Time-of-Use for Customers with a separately metered EV recharging station
- EV-A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- EV-B^G – Time-of-Use for Customers with a separately metered EV recharging station
- Other (_____)

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

- | | <u>Primary</u> | <u>Secondary</u> |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> A-1 – Small General Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-6 – Small General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Demand-Metered Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Time-of-use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> | <input type="checkbox"/> |

Agricultural Power Service Rate: (Select one rate and rate option):

- | | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> AG-1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| <input type="checkbox"/> AG-R ^F – Split-Week Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-V ^F – Short-Peak Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-4 – Time-of-Use | <input type="checkbox"/> |
| <input type="checkbox"/> AG-5 – Time of Use | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> |

If your current rate is a closed rate, as identified in Footnote F, and you are now opting to move to a non-closed rate per the Otherwise Applicable Rate Schedule (OAS) for NEM Account, please check the box below acknowledging that you are leaving the closed rate and will not be able to select the closed rate in the future.

- I acknowledge and consent to leaving my current rate that is a closed rate

^E E-7, E-8, E-9A, E-9B, AG-R, and AG-V are closed to all new customers and are only available to Customers that are currently on the rate
^F Rates effective August 1, 2013 for Customers with Electric Vehicles. Please visit www.pge.com/electricvehicles for more rate information



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Part IV – Interconnection Agreement Provisions

A. Purpose

The purpose of this Net Energy Metering (NEM) Application and Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Agreement) is to allow Customer to interconnect with Pacific Gas and Electric Company's (PG&E) Distribution System, subject to the provisions of this Agreement and PG&E's Electric Schedule Net Energy Metering (NEM). Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with PG&E's Distribution System to offset part or all of the Customer's own electrical requirements at this service point. Customer shall comply at all times with this Agreement as well as with all applicable laws, tariffs and requirements of the California Public Utilities Commission (CPUC).

B. Applicability

This Agreement applies to Electric Schedule NEM Customer-Generators (Customer) who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

C. NEM Transition

Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

D. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

E. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electrical generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

F. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

G. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating

Facilities Of 30 Kilowatts Or Less with Energy

Storage of 10 Kilowatts Or Less

H. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

I. NEM Billing

PG&E installs a "net meter" on a customer's property that measures the net energy, defined as the difference between the amount of electricity supplied by PG&E and the amount of electricity exported to the grid over the course of a month. The Customer's account is enrolled in the NEM program and put on an annual (12- billing months) true-up cycle.

The meter is read monthly and an amount is calculated based on the net energy recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM billing is available at www.pge.com/nembilling.

J. Net Surplus Compensation (NSC)

NSC payments are made to NEM customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit www.pge.com/nsoptout to complete Form 79-1130. Participants in NEMA, please see provisions in Form 79-1153.

K. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

L. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

M. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

N. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM.

O. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

P. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM.

Q. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

R. Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THIS ENTIRE DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY AN EXISTING PG&E CUSTOMER.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E will accept electronic signatures that are verified by qualified Third Parties such as, Adobe EchoSign, e-SignLive, and DocuSign for this Agreement if the Agreement is completed in its entirety before signing.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM requirements.



Electric Sample Form No. 79-1193-02

Sheet 1

Agreement and Customer Authorization Net Energy Metering (NEM2) Interconnection for Solar and/or
Wind Electric Generating Facilities of 30 kW or Less with Energy Storage of 10 kW or Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 5185-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed November 17, 2017
Effective November 17, 2017
Resolution _____



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF or participants in the Demand Response Programs below are not eligible to participate in NEM2.
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM2 program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM2 Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation 2 (NEM2A) is a program that allows customers with multiple meters to use the renewable energy generated at one meter to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
Service Address*	City*	State Zip*
Customer Phone Number	Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)	

Is there an electric vehicle charging on site at the above service address? Yes No
 If yes, please indicate how many electric vehicles _____

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
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AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer's behalf):

_____	_____
Company Name	Contact Person
_____	_____
Contact Phone Number	Email

By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit an Interconnection Request and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request. The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) **a valid Interconnection Request**, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM2 systems should be sized with an estimated annual production no larger than 110% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. All NEM2 customers must take service on a Time-of-Use rate schedule and sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill^A. Of course, individual circumstances may vary. Customers can obtain their usage data from www.pge.com/greenbutton.

^A Customers on rate schedules such as ET, ES, and ESR, which do not have a corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

B. Generator System Sizing

Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.

Generator System Type: Solar Wind Both

	(1) Solar CEC-AC rating ^B	_____ (kW) X 1,664 ^C	=	_____ (kWh)
AND/OR	(2) Wind Nameplate rating	_____ (kW) X 2,190 ^D		_____ (kWh)
	(3) Total Energy Production	(1) + (2)		<u> </u> (kWh)

Estimated Annual Energy Usage:

(Solar systems ≤ 5 kW (CEC-AC) do not need to complete this section)

	(4) Recent annual usage	_____ (kWh) X 1.1	=	_____ (kWh)
OR (If 12 months usage not available)	(5) Building size	_____ (sq ft) X 3.32 ^E		_____ (kWh)
AND	(6) I plan to increase my annual usage (kWh) by			_____ (kWh)
	(7) Total Energy Usage	(4 or 5) + (6)	=	<u> </u> (kWh)

Net Generation:

	(8) Production – Usage	(3) – (7)	=	<u> </u> (kWh)*
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*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section H to read the provisions around Net Surplus Compensation (NSC).

^B CEC-AC (kW) =California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

^C 8,760 hrs/yr x 0. solar 19 capacity factor = 1,664

^D 8,760 hrs/yr x 0.25 wind capacity factor = 2,190

^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Non-NEM Eligible Energy Storage System:

Energy Storage Rating _____ kW

Does the energy storage system share an inverter with the NEM system? Yes No

If not, please provide:

Energy Storage Inverter Rating _____ kW

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM2 Account: Select one rate from the category applicable to you. NEM2 residential customers must be an applicable time-of-use rate^F schedule. If you are currently on a rate that is no longer open to new customers and are opting to move to a different rate, by signing this Agreement and Customer Authorization you are acknowledging that you are leaving the current rate and will not be able to return to this rate in the future. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

Stay on existing rate

Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

This Agreement applies to Electric Schedule NEM2 Customer-Generators (Customer) who interconnect a solar and/or wind turbine electric Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer’s premises and that operates in parallel with PG&E’s Distribution System.

B. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

D. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electric system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

E. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

F. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS) to establish how the Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

The meter is read monthly and an amount is calculated based on the net energy (kWh) and total energy(kWh) exports recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

Additionally, the Customer will be billed for non-bypassable charges on all imports from the grid, as describe in Schedule NEM2 Special Condition 2.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM2 billing is available at www.pge.com/nembilling.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

H. Net Surplus Compensation (NSC)

NSC payments are made to NEM2 customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit www.pge.com/nscoptout to complete Form 79-1130. Participants in NEM2A, please see provisions in *NEM2 Load Aggregation Appendix (Form 79-1153)*.

I. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

J. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

K. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

L. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM2.

M. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

N. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM2.

O. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

P. Warranties or Service Agreements

Applicant certifies as a part of its interconnection request for NEM2 that:

- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
- (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

Q. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

R. Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY. THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E can request additional documentation to verify the authenticity of the externally signed Agreement and Customer Authorization.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM2 requirements.



Electric Sample Form No. 79-973
Generating Facility Interconnection Agreement
For Non-Export Generating Facilities

Sheet 1

**Please Refer to Attached
Sample Form**



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

This Generating Facility Interconnection Agreement for Non-Export Generating Facilities (Agreement) is entered into by and between _____, a _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____
Address: _____
City/Zip Code: _____

2.5. The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility [] does / [] does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

2.9. The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

- | | |
|-------------|---|
| Appendix A- | Description of Generating Facility and Single-Line Diagram (Supplied by Producer). |
| Appendix B- | Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E). |
| Appendix C- | A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties). |
| Appendix D- | (When Applicable) Operating Requirements for Energy Storage Device(s). |

3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

- (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.

5.2. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

5.2.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 9.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.2.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.2, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

5.3. If Producer's Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix D of this Agreement.

5.4. Smart Inverters - For Producer, applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer's inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

An “existing inverter” is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section /H.3.d.ii..

6. INTERCONNECTION FACILITIES

- 6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E’s Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer’s Generating Facility.
- 6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3. If the provisions of PG&E’s Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

8.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

8.2. The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3. If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
(a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
(b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

9. NOTICES

- 9.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Producer: Customer-Generator Name:
Address:
City:
Phone: ()
FAX: ()



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 9.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.
- 10.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 13.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3. The interconnection and services provided under this Agreement shall at all times



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

13.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

Signature lines for Producer's Company Name and PACIFIC GAS AND ELECTRIC COMPANY, including fields for Signature, Print Name, Title, and Date.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX A DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM, (Provided by Producer)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX B RULES “2” AND “21” (and any other Tariffs pertinent to the situation) (Provided by PG&E)

(Note: PG&E's tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)



**GENERATING FACILITY INTERCONNECTION
AGREEMENT FOR NON-EXPORT GENERATING
FACILITIES**

APPENDIX C
(If Applicable)
RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX D

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand.
To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between [Month/Day] and [Month/Day] And during the hours of [] The storage device(s) will consume no more than a total of [] kW from the Distribution System. This operating constraint voids the need for the following specific mitigation scope:

Table with 6 empty rows for listing specific mitigation scope items.

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.



ELECTRIC SAMPLE FORM NO. 79-978

Sheet 1

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

**Please Refer to Attached
Sample Form**



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

This 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 _____ (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: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

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

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.)

1	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (watts) ² (if Applicable)
1					
2					

2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of Schedule NEM will be _____.

2.7 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.8 If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: _____.

2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

An “existing inverter” is defined as an inverter that is a component of an existing Generating Facility that **meets one or more of the following conditions:**

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application³ no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged);
or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

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).

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 A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

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

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.

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

- 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 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 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.

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

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. 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 and is not self-insured under Section 9.3, 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

- (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 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

**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**

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

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

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.

**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**

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: Manager,
Generation Interconnection Services

Date: _____

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**

**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**

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)



Electric Sample Form No. 79-978-02

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM2) of Solar or
Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other than Facilities of 30 Kilowatts or
Less

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This Interconnection Agreement for Net Energy Metering (NEM2) 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 _____ (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 Electric 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 NEM2 (NEM2), 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 Electric 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 Electric System:

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _____.
- 2.8 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

² A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged);
or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

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 NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, 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 NEM2.

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:

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- (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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

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* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities, Other Than Facilities of 30 KW or Less* (Form 79-978-02); and (3) 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 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric 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 an Special Facilities Agreement that establishes and allocates responsibility for the design,

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

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. 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 and is not self-insured under Section 9.3, 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:

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- (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 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.
- 9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

- 9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - 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



**INTERCONNECTION AGREEMENT FOR NET ENERGY
METERING (NEM2) OF SOLAR OR WIND ELECTRIC
GENERATING FACILITIES, OTHER THAN FACILITIES
OF 30 KW OR LESS**

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.

<p><i>(Customer Generator's Name)</i></p>	<p>PACIFIC GAS AND ELECTRIC COMPANY</p>
<p><i>(Signature)</i></p>	<p><i>(Signature)</i></p>



INTERCONNECTION AGREEMENT FOR NET ENERGY
METERING (NEM2) OF SOLAR OR WIND ELECTRIC
GENERATING FACILITIES, OTHER THAN FACILITIES
OF 30 KW OR LESS

_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>

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)

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

Appendix C NEM LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

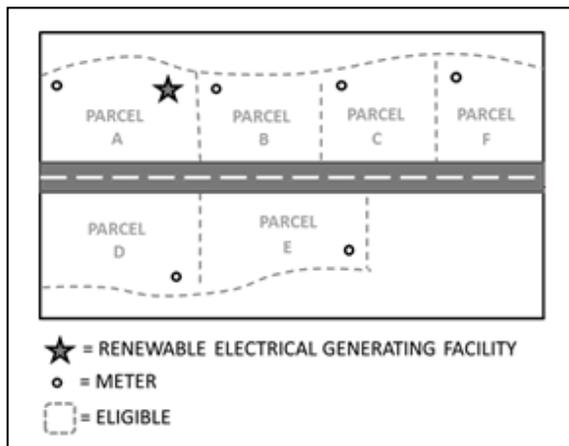
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned, leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

_____ *Customer Generator's Name*

_____ *Signature*

_____ *Date*

_____ *Type/Print Name*

_____ *Title*



Electric Sample Form No. 79-992
Customer Generation Agreement
(Third Party Generator on Premises Non-Exporting)

Sheet 1

**Please Refer to Attached
Sample Form**



CUSTOMER GENERATION AGREEMENT (3rd PARTY GENERATOR ON PREMISES, NON-EXPORTING)

This Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) (Agreement) is entered into by and between _____ a _____ (Customer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the Generating Facility Interconnection Agreement (3rd Party Non-Exporting (Form 79-988), identified in Section 2.2 and attached as Appendix A, allows the Producer (as identified in Section 2.2) to utilize Customer's electrical facilities to interconnect and operate the Generating Facility in parallel with PG&E's Distribution System. The purpose of the Generating Facility is to serve the Customer's electrical loads at the location identified in Section 2.1.

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

2.1 The name and address used by PG&E to locate the Customer or electric service account where the Generating Facility interconnects with PG&E's Distribution System is:

2.2 The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the Generating Facility Interconnection Agreement (3rd Party Non-Exporting) between PG&E and _____ its successors or assigns (Producer) dated _____ (Producer Agreement).



**CUSTOMER GENERATION AGREEMENT
(3rd PARTY GENERATOR ON PREMISES,
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2.3 Producer's contact information:

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

- 3.1 Customer acknowledges that it has authorized the Generating Facility to be installed and operated by Producer in accordance with PG&E's Electric Rule 21 on or adjacent to Customer's premises. Such Generating Facility shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by PG&E at the location identified in Section 2.1, above, and any other purpose permitted under the *Producer Agreement*. Customer shall be solely responsible for the terms of any agreement between it and Producer.
- 3.2 Customer shall be solely responsible for any charges incurred under PG&E's electric service tariffs for the services provided to Customer by PG&E. Customer acknowledges that it is the sole end-use consumer of such tariffed services. This Agreement does not constitute an agreement by PG&E to provide any tariffed service to Producer.
- 3.3 Customer acknowledges the Generating Facility shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E's Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of the Generating Facility including, but not limited to Standby Tariff, Preliminary Statement "BB" Non-Bypassable Charges Tariff, and Electric Rule 2, and that the performance or lack of performance of the Generating Facility may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Copies of such tariffs are available at www.PGE.com or by request to PG&E.
- 3.4 Any amounts to be paid, or refunded to, PG&E for the services received by Customer as a result of the Producer failing to operate the Generating Facility in accordance with the terms of the representations and warranties made under the *Producer Agreement* shall be paid to PG&E in accordance with PG&E's electric tariffs.



CUSTOMER GENERATION AGREEMENT
**(3rd PARTY GENERATOR ON PREMISES,
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- 3.5 Customer shall make the Generating Facility reasonably accessible to PG&E's personnel, contractors or agents to perform PG&E's duties under Electric Rule 21.
- 3.6 Smart Inverters - For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at:

<http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017,
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and



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- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

4. TERMS AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 13 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the Customer’s electric service account through which the Generating Facility is interconnected to PG&E’s Distribution System is closed or terminated.
 - (c) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the 31st day following the date the Producer Agreement is terminated, unless the responsibility for such Producer Agreement is assigned to or replaced by a subsequent Producer. The Parties shall cooperate in obtaining an assignment or replacement agreement.
 - (d) At 12:01 A.M. on the 61st day after Customer or PG&E provides written Notice pursuant to Section 6 below to the other Party of the Customer or PG&E’s intent to terminate this Agreement.

-
- required payments,
 - 2. A completed signed Interconnection Agreement,
 - 3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



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- 4.2 Customer may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for one or more of the following reasons:
- (a) A change in PG&E's applicable tariffs, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed in writing by the Parties, Customer fails to take all corrective actions specified in PG&E's Notice provided in accordance with Section 6 that Customer is out of compliance with the terms of this Agreement within the time frame set forth in such Notice.

5. LIMITATION OF LIABILITY

- 5.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.
- 5.2 PG&E shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from termination of the *Producer Agreement* between Producer and PG&E, provided such termination is consistent with the terms of the *Producer Agreement*.

6. NOTICES

- 6.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: [Contact information to be supplied]



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If to Customer: [Contact information to be supplied]

- 6.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 6.1.
- 6.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

7. RELEASE OF DATA

Customer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as may be requested from time to time pursuant to the CEC's or Commission's rules and regulations.

Customer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer's assignment of this Agreement.

9. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.



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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.



**CUSTOMER GENERATION AGREEMENT
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12. ENTIRE AGREEMENT

This Agreement, and the *Producer Agreement*, including any incorporated tariffs, contain the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, the *Producer Agreement*, or in the incorporated tariffs.

13. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

_____	PACIFIC GAS AND ELECTRIC COMPANY
(Company Name)	
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)



CUSTOMER GENERATION AGREEMENT
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APPENDIX A

Generating Facility Interconnection Agreement
(3rd Party Non-Exporting)

BETWEEN

**PRODUCER AND PACIFIC GAS AND ELECTRIC
COMPANY**



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Advice 5185-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed November 17, 2017
Effective November 17, 2017
Resolution



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Advice 5185-E
November 17, 2017

Attachment 2

Redline of Changes to Forms



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

This *“Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities”* (“Agreement”) is entered into by and between _____ (“Fuel Cell Customer-Generator”), and Pacific Gas and Electric Company (“PG&E”), a California Corporation. Fuel Cell Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Fuel Cell Customer-Generator to interconnect and operate an Eligible Fuel Cell Electrical Generating Facility in parallel with PG&E’s Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Fuel Cell Customer-Generator’s Generating Facility. Fuel Cell Customer-Generator’s Generating Facility is intended primarily to offset part or all of the Fuel Cell Customer-Generator’s own electrical requirements. Consistent with, and in order to effectuate, the provisions of Section 2827.10 of the California Public Utilities Code and PG&E’s electric rate Schedule NEMFC (“NEMFC”), Parties enter into this Agreement. This Agreement applies to the Fuel Cell Customer-Generator’s Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF FUEL CELL CUSTOMER-GENERATOR’S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE-RATE SCHEDULE.

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Fuel Cell Customer-Generator’s Eligible Fuel Cell Electrical Generating Facility and loads are interconnected with PG&E’s Distribution System, are attached to, and made a part of this Agreement. (This description is supplied by Fuel Cell Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Fuel Cell Customer-Generator’s electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Eligible Fuel Cell Electrical Generating Facility with PG&E’s Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- 2.7 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.8 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Fuel Cell Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is _____.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A *Description of Generating Facility and Single-Line Diagram* (Supplied by Fuel Cell Customer-Generator)

Appendix B *A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service* (Form 79-280) ("Special Facility Agreement"), if applicable, (Formed by the Parties).

Appendix C *Fuel Cell Customer-Generator's warranty that it meets the Requirements of an Eligible Fuel Cell Customer-Generator.*

Appendix D *NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established.*

In addition PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEMFC and Fuel Cell Customer-Generator's otherwise applicable rate schedule, available at PG&E's web-site at www.pge.com, or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, or in PG&E's Rule 21, Section C, or in Schedule NEMFC.

4. CUSTOMER BILLING AND PAYMENT OPTIONS

Fuel Cell Customer-Generator initially selects PG&E's electric rate schedule referenced in Section 2.9 of this Agreement as its otherwise-applicable rate schedule. Fuel Cell Customer-Generator understands that they will be billed according to Schedule NEMFC.

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18, below, which shall be no later than December 31, 2013. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Fuel Cell Customer-

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

Generator's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.

- (c) At 12:01 A.M. on the 61st day after Fuel Cell Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Fuel Cell Customer-Generator's or PG&E's intent to terminate this Agreement.
- (d) The end of the operating life of the eligible fuel cell electrical generating facility.

5.2 Fuel Cell Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Fuel Cell Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Fuel Cell Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Fuel Cell Customer-Generator fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to December 31, 2021; or,
- (d) Fuel Cell Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Fuel Cell Customer-Generator does not provide a substantive response to PG&E's Notice of its intent to terminate this Agreement as a result of Fuel Cell Customer-Generator's apparent abandonment of the Generating Facility affirming Fuel Cell Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
- (e) Fuel Cell Customer-Generators facility ceases to meet all applicable safety and performance standards set out in Section 6.

5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS:

6.1 Fuel Cell Customer-Generator's generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable rules of the Public Utilities Commission regarding safety and reliability.

6.2 Fuel Cell Customer-Generator shall: (a) maintain the Facility and Interconnection

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Facility and interconnection facilities. Fuel Cell Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Fuel Cell Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Fuel Cell Customer-Generator's Facility.

- 6.3 Fuel Cell Customer-Generator shall not commence parallel operation of the Facility until PG&E has provided written approval to the Fuel Cell Customer-Generator to do so. No such approval shall be provided until at least ten (10) working days following the utility's receipt of the inspection clearance of the governmental authority having jurisdiction. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the initial testing of Fuel Cell Customer-Generator's protective apparatus. Fuel Cell Customer-Generator shall notify the utility five (5) working days prior to the initial testing.
- 6.4 The Fuel Cell Customer-Generator warrants that they are the recipient of local, state, or federal funds; or they self-finance pilot projects designed to encourage the development of eligible Fuel Cell electrical generating facilities.
- 6.5 The Fuel Cell Customer-Generator warrants that pursuant to section 2827.10 (a)(2), of the California Public Utilities Code, it meets the definition of an "Eligible fuel cell electrical generating facility" and its facility includes the following:
- (a) Integrated power plant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy.
 - (b) An inverter and fuel processing system where necessary.
 - (c) Other plant equipment, including heat recovery equipment, necessary to support the plant's operation or its energy conversion.

6.6 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

Generating Facility that ~~meets one or more of the following conditions; has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

- ~~(a) it is already approved by PG&E for interconnection prior to September 9, 2017~~
- ~~(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,~~
- ~~(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or~~
- ~~(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.~~

~~All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:~~

- ~~(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or~~
- ~~(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii~~

7. INTERCONNECTION FACILITIES

- 7.1 Fuel Cell Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Fuel Cell Customer-Generator's Generating Facility.
- 7.2 Fuel Cell Customer-Generator shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Fuel Cell Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Fuel Cell Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense,

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

- 9.1 In connection with Customer-Generator's performance of its duties and obligations under this Agreement, Customer-Generator shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one-hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.
 - (e) Such insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."
- 9.2 The general liability insurance required in this Section shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 If Fuel Cell Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.2(a) prevents Fuel Cell Customer-Generator from obtaining the insurance required in this Section, then upon Fuel Cell Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 9.5 Fuel Cell Customer-Generator agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Fuel Cell Customer-Generator is self-insured with an established record of self-insurance, Fuel Cell Customer-Generator may comply with the following in lieu of Section

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

9.2:

- (a) Fuel Cell Customer-Generator shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
- (b) If Fuel Cell Customer-Generator ceases to self-insure to the level required hereunder, or if Fuel Cell Customer-Generator is unable to provide continuing evidence of Fuel Cell Customer-Generator's ability to self-insure, Fuel Cell Customer-Generator agrees to immediately obtain the coverage required under Section 9.1.

9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Fuel Cell Customer-Generator fails to comply with the insurance provisions of this Agreement, Fuel Cell Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Fuel Cell Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Fuel Cell Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Business Customer Services
P.O. Box 770000
Mail Code B19H
San Francisco, California 94177
Phone: (800) 468-4743 FAX: (415) 972-5309



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If to Fuel Cell Customer-Generator:

Fuel Cell Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.

11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

12.1 PG&E shall have the right to review and obtain copies of Fuel Cell Customer-Generator's operations and maintenance records, logs, or other information such as, Generation Unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Fuel Cell Customer-Generator's Generating Facility or its interconnection with PG&E's Distribution System.

12.2 Fuel Cell Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Fuel Cell Customer-Generator's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Fuel Cell Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Fuel Cell Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Fuel Cell Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Fuel Cell Customer Generator's Name

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

REFERENCE:

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Fuel Cell Customer-Generator)

**INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF QUALIFYING FUEL
CELL GENERATING FACILITIES**

APPENDIX B
(If Applicable)

RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF FUEL CELL GENERATING FACILITIES

DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

APPENDIX C

FUEL CELL CUSTOMER-GENERATOR’S WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE FUEL CELL CUSTOMER-GENERATOR AND THE GENERATING FACILITY IS AN ELIGIBLE FUEL CELL ELECTRICAL GENERATING FACILITY PURSUANT TO SECTION 2827.10 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Fuel Cell Customer-Generator has declared that it meets the requirements for an Eligible Fuel Cell customer-generator and the Generating Facility meets the requirements of an “Eligible Fuel Cell Electrical Generating Facility”, as defined section 2827.10 of the California Public Utilities Code. (“Eligibility Requirements”)

Fuel Cell Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Fuel Cell Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Fuel Cell Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Fuel Cell Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, in its sole discretion, that Fuel Cell Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Fuel Cell Customer-Generator to provide evidence, that Fuel Cell Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E’s request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer’s Generating Facility and/or require documentation from Fuel Cell Customer-Generator to monitor the Generating Facility’s compliance with the Eligibility Requirements. If PG&E determines in its sole judgment that Fuel Cell Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Fuel Cell Customer-Generator a gain demonstrates to PG&E’s reasonable satisfaction that Fuel Cell Customer-Generator meets the requirements for an Eligible Fuel Cell customer-generator and/or the Generating Facility meets the requirements for a Eligible Fuel Cell electrical generating facility (the “Eligibility Status Change”).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Fuel Cell Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Fuel Cell Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Fuel Cell Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Fuel Cell Customer-Generator’s representations that Fuel Cell Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E’s Schedule NEMFC, Net Energy Metering Service for NEMFC Customer-Generators.

Any amounts to be paid or refunded by Fuel Cell Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Fuel Cell Customer-Generator’s receipt of such invoice.

Fuel Cell Customer-Generator's Initials _____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

APPENDIX D

NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established and Approved by the CPUC as Needed.

Starting January 1, 2017, Customer applying for Schedule NEMFC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

That their Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established as required by the California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards are not yet released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within three months of when the new standard becomes available. Specifically, I, Customer, understand and agree that if my fuel cell generator does not meet the ARB emission standard I will not be eligible for NEMFC.

Specifically, I will be responsible for the following:

1. Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.
2. Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,
 - a. Public Purpose Program Charges;
 - b. Nuclear Decommissioning;
 - c. Department of Water Resources Bond Charges; and
 - d. Competition Transition Charge;
 - e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for Rate Schedule NEMFC and will no longer receive any credit for any exports to the grid.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL GENERATING FACILITIES

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

This *Generating Facility Interconnection Agreement (Multiple Tariff)* (Agreement) is entered into by and between _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E’s Distribution System to serve the electrical loads at the location identified in Section 2.4 (or for the qualifying energy where permitted under Section 218 of the California Public Utilities Code (PUC). The Generating Facility may be any combination of generators, but must include at least one “Eligible customer-generator.” Eligible customer-generators consist of any Renewable Electrical Generation Facility(ies) (as defined in PG&E’s Schedule NEM) or Eligible Fuel Cell Electrical Generating Facility(ies) (as defined in PG&E’s Schedule NEMFC).

- 1.1. This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Section 2827 et seq. of the PU Code and the applicable PG&E tariffs for net energy metering. This Agreement also provides for Producer to operate its Non-Eligible Generator(s). This Agreement does not provide for retail electrical service by PG&E to Producer. Such arrangements must be made separately between PG&E and Producer.
- 1.2. This Agreement does not address Producer’s account billing and payment for energy consumption. For the Generating Facility as specified in Section 2 of this Agreement, please refer to the applicable PG&E net-energy-metered (NEM) tariff schedules for billing and payment protocol.
- 1.3. NEM Transition - Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at: http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer’s Generating Facility and loads are interconnected with PG&E’s Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

- 2.2 Generating Facility identification number: (Assigned by PG&E).
2.3 Producer's electric service agreement ID number: (Assigned by PG&E).
2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

Table with 2 columns and 7 rows listing generator types and their kW ratings: biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current.

2.5.2 Non-Eligible Generator(s): _____ kW

2.5.3 Total Gross Nameplate Rating of the Generating Facility: _____ kW

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Table with 2 columns and 8 rows listing generating facility types and their kW ratings: biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current.

2.6.2 Non-Eligible Generator(s): _____ kW

2.6.3 Total Net Nameplate Rating of the Generating Facility: _____ kW

2.7 The maximum level of power that may be exported by the Generating Facility to PG&E's Distribution System is expected to be:

2.7.1 Eligible Generator(s):

Table with 2 columns and 8 rows listing eligible generating facility types and their kW ratings: biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current.

2.7.2 Non-Eligible Generator(s): _____ kW

2.7.3 Total maximum level of power that may be exported by the Generating Facility: _____ kW



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

2.8 the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode
 does / does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

2.9 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.10 For the purpose of securing certain tariff charge exemptions available under the PU Code, Producer hereby declares the following for each Generator technology of the Generating Facility:

Requirements for Distributed Energy Resource Generation as such term is used in Section 353.1 of the PU Code.

biomass	are met <input type="checkbox"/> are not met <input type="checkbox"/>	digester gas	are met <input type="checkbox"/> are not met <input type="checkbox"/>
solar thermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>	municipal solid waste	are met <input type="checkbox"/> are not met <input type="checkbox"/>
photovoltaic	are met <input type="checkbox"/> are not met <input type="checkbox"/>	landfill gas	are met <input type="checkbox"/> are not met <input type="checkbox"/>
wind	are met <input type="checkbox"/> are not met <input type="checkbox"/>	ocean wave	are met <input type="checkbox"/> are not met <input type="checkbox"/>
geothermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>	ocean thermal	are met <input type="checkbox"/> are not met <input type="checkbox"/>
fuel cell	are met <input type="checkbox"/> are not met <input type="checkbox"/>	tidal current	are met <input type="checkbox"/> are not met <input type="checkbox"/>
small hydroelectric generation	are met <input type="checkbox"/> are not met <input type="checkbox"/>	biogas digester (under NEMBIO)	are met <input type="checkbox"/> are not met <input type="checkbox"/>
fuel cell (under NEMFC)	are met <input type="checkbox"/> are not met <input type="checkbox"/>	other technology	are met <input type="checkbox"/> are not met <input type="checkbox"/>



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

2.11 What applicable rate schedule, known as the otherwise applicable schedule will be selected for the net-energy-metering account(s):

3. DOCUMENTS INCLUDED; DEFINED TERMS

3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A - Description of Generating Facility and Single-Line Diagram (Supplied by Producer).

Appendix B - Web-site references to Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).

Appendix C - A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service* (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).

Appendix D - Producer's warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the PU Code (when applicable).

Appendix E - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the PU Code (when applicable).

Appendix F - Listing of eligible service accounts, as defined in PG&E's Schedule NEMBIO and/or NEMFC to be included in Net Energy Metering calculations (when applicable).

Appendix G - Producer's warranty that it meets the requirements for an Eligible Biogas Digester Electrical Generating Facility, (applicable Generator(s) only) as defined in Section 2827.9 of the PU Code (when applicable).

Appendix H - Schedule NEM Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.

Appendix I -Operating Requirements for Energy Storage Device(s) (when applicable).



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21 Section C.

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement, or
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated, or
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

- (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

- 5.1 Except for that energy delivered to PG&E's Distribution System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.
- 5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

- 5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.
- 5.5 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC 2827 section, or by Rule 21. Such approval will be provided after PG&E's receipt of: (1) a completed Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (Between 30 KW and 1,000 KW) (Form 79-974), including all supporting documents and payments as described in the Application; (2) any required NEM supplemental application forms; (3) a signed and completed Generating Facility Interconnection Agreement (Multiple Tariff) (Form 79-1069); (4) a copy of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, and Distribution System Modifications. Such approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.
- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Distribution System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Distribution System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Distribution System in any manner, even if Producer's deliveries of electric power to PG&E's Distribution System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Distribution System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

of electric power flowing from the Generating Facility to PG&E's Distribution System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).

- 5.7 Producer shall not deliver reactive power to PG&E's Distribution System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.
- 5.10 If Producer's Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix I of this Agreement.
- 5.11 Smart Inverters

For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer's inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at:

<http://www.gosolarcalifornia.org/equipment/inverters.php>.)



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Verification of compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

(a)- it is already approved by PG&E for interconnection prior to September 9, 2017

(b) -the Producer has submitted the interconnection application prior to September 9, 2017,

(c) -the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or

(d)- the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. A-Producer replacing an "existing inverter" certifies it is being replaced with either:

(i) -inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

(ii) -a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,

2. A completed signed Interconnection Agreement,

3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

6. INTERCONNECTION FACILITIES

- 6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.
- 6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3 If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.
- 6.4 The Interconnection Facilities may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for PG&E's administration and billing pursuant to PG&E's tariffs for net energy metering.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

- 8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
 - (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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and

- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer's Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner's) Liability insurance, Producer agrees that it will maintain such insurance in force for the duration of this Agreement in no less than amounts currently in effect. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operations. Such insurance shall provide for thirty (30) calendar days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the address specified below:

If to PG&E:

[Contact information to be supplied][

If to Producer:

[Contact information to be supplied]



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.
- 10.2 Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E'S TARIFF SCHEDULES AND RULES

- 13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)**

- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

**PACIFIC GAS AND ELECTRIC
COMPANY**

(Company Name)

(Signature)

(Signature)

(Print Name)

(Print Name)



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)**

(Title)

(Title)

(Date)

(Date)

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)
Appendix A**

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)**

(Note: The Description of the Generating Facility should include, but not limited to, for each of the technology types of generation: spatial configuration, net and gross nameplate ratings, manufacturer, if the generators are certified under Rule 21, protection equipment, and intended mode of operation [i.e. non-export: export up to 2 seconds; inadvertent export: export between 2 seconds and 60 seconds; and continuous export: export greater than 60 seconds]. Additionally points of interconnection with PG&E, as well as locations and type of protection equipment and disconnect switches should be identified.)

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)
Appendix B**

APPENDIX B

RULES “2” AND “21”

(Note: PG&E’s electric Rules “2” and “21” may be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. PG&E’s tariffs, including Rules “2” and “21” can be accessed via the PG&E website at www.pge.com/tariffs. Upon request, PG&E can provide copies to Producer of Rules “2” and “21.”)



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)
Appendix C**

APPENDIX C (If Applicable)

**RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)**

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)
Appendix D**

APPENDIX D (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A
"COGENERATION FACILITY" PURSUANT TO SECTION 216.6 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code (Cogeneration Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Cogeneration Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Cogeneration Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with PG&E's Distribution System for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)
Appendix E**

APPENDIX E (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A
"DISTRIBUTED ENERGY RESOURCES GENERATION" FACILITY
PURSUANT TO SECTION 353.1 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the tariff charge exemption available under Section 353.3 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Distributed Energy Resources Generation as such term is used in Section 353.1 of the PU Code (DERG Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the DERG Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the DERG Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the DERG Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the DERG Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the DERG Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the DERG Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the DERG Status Change and provide Notice to Producer of the DERG Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the DERG Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the DERG Requirements. PG&E shall invoice the Producer electric service account through which the Generating Facility is Interconnected with PG&E's Distribution System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)**

Appendix G

APPENDIX G (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS AN
ELIGIBLE BIOGAS ELECTRICAL GENERATING FACILITY PURSUANT
TO SECTION 2827.9 OF THE CALIFORNIA PUBLIC UTILITIES CODE**

Producer has declared that the Generating Facility meets the requirements for an Eligible Biogas Electrical Generating Facility, as defined in Section 2827.9 of the California Public Utilities Code (Eligibility Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the Eligibility Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the Eligibility Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Eligibility Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Producer of the Eligibility Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM-BIO, Experimental Biogas Net Energy Metering.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)**

Appendix H

Appendix H

**SCHEDULE NEM CUSTOMER-GENERATOR WARRANTY THAT IT
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL
GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility).

Circle Type of Renewable Electrical Generation Facility:

biomass	geothermal	municipal solid waste
solar thermal	fuel cell	landfill gas
small hydroelectric generation	ocean wave	digester gas
ocean thermal	tidal current	

NEM Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an “Eligible Customer-Generator” and its Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook. ² (Eligibility Requirements).

² The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)
Appendix H**

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

- If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electrical Generation Facility:

- Eligible Customer-Generator warrants that the Renewable Electrical Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its reasonable discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements – PG&E will provide a minimum of 10 business days notice to the Eligible Customer-Generator should PG&E decide an inspection is required. If PG&E determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix H**

Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Appendix I

APPENDIX I (If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- Producers storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
Producers storage device(s) will not cause the Host Load to exceed its normal peak demand.
To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between [Month/Day] and [Month/Day]
And during the hours of
The storage device(s) will consume no more than a total of kW from the Distribution System.
This operating constraint voids the need for the following specific mitigation scope:

Table with 6 empty rows for specifying mitigation scope.

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

This *Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)* (Agreement) is entered into by and between _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E’s Electric System to serve the electrical loads at the location identified in Section 2.4 (or for the qualifying energy where permitted under Section 218 of the California Public Utilities Code (PUC). The Generating Facility must be a combination of generators, but must include at least one NEM2 “Eligible customer-generator.” (as defined in PG&E’s Schedule NEM2). “Eligible customer-generator” may also include other eligible customer-generators such as NEM2 Renewable Electrical Generation Facility(ies), Renewable Electrical Generation Facility(ies) (as defined in PG&E’s Schedule NEM) or Eligible Fuel Cell Electrical Generating Facility(ies) (as defined in PG&E’s Schedule NEMFC), as allowed under Special Condition 4 of Schedule NEM2.

- 1.1. This Agreement provides for Producer to operate the Eligible Generator(s) pursuant to the provisions of Section 2827.1 et seq. of the PU Code and the applicable PG&E tariffs for net energy metering. This Agreement also provides for Producer to operate its Non-Eligible Generator(s). This Agreement does not provide for retail electrical service by PG&E to Producer. Such arrangements must be made separately between PG&E and Producer.
- 1.2. This Agreement does not address Producer’s account billing and payment for energy consumption. For the Generating Facility as specified in Section 2 of this Agreement, please refer to the applicable PG&E net-energy-metered (NEM and/or NEM2) tariff schedules for billing and payment protocol.

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer’s Generating Facility and loads are interconnected with PG&E’s Electric System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

Table with 2 columns and 7 rows listing generator types and their kW ratings, including biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, and Storage/Batteries.

2.5.2 Non-Eligible Generator(s): _____ kW

2.5.3 Total Gross Nameplate Rating of the Generating Facility: _____ kW

2.6 The Net Nameplate Rating of the Generating Facility is:



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.6.2 Non-Eligible Generator(s): _____ kW

2.6.3 **Total Net** Nameplate Rating of the Generating Facility: _____ kW

2.7 The maximum level of power that may be exported by the Generating Facility to PG&E's Electric System is expected to be:

2.7.1 Eligible Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.7.2 Non-Eligible Generator(s): _____ kW

2.7.3 Total maximum level of power that may be exported by the Generating Facility: _____ kW

2.8 the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode
[] does / [] does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

2.9 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.10 For the purpose of securing certain tariff charge exemptions available under the PU Code, Producer hereby declares the following for each Generator technology of the Generating Facility:

Requirements for Distributed Energy Resource Generation as such term is used in Section 353.1 of the PU Code.

Table with 2 columns and 8 rows listing generator technologies (biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, fuel cell (under NEMFC)) and their compliance status (are met / are not met) with checkboxes.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.11 Customer-Generator's otherwise-applicable-rate schedule as of the execution of this Agreement is: _____

3. DOCUMENTS INCLUDED; DEFINED TERMS

3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A - Description of Generating Facility and Single-Line Diagram (Supplied by Producer).

Appendix B - Web-site references to Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).

Appendix C - A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service* (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).

Appendix D - Producer's warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the PU Code (when applicable).

Appendix E - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the PU Code (when applicable).

Appendix F - NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

Appendix G - Producer's warranty that it meets the requirements for an Eligible Biogas Digester Electrical Generating Facility, (applicable Generator(s) only) as defined in Section 2827.9 of the PU Code (when applicable).

Appendix H - Schedule NEM and/or NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code.

Appendix I -Operating Requirements for Energy Storage Device(s) (when applicable).

Appendix J - NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21 Section C.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement, or
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Electric System is closed or terminated, or
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

- 5.1 Except for that energy delivered to PG&E's Electric System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.
- 5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM-2 tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 5.5 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC 2827 section, or by Rule 21. Such approval will be provided after PG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) any required NEM supplemental application forms; (3) a signed and completed Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) (Form 79-1069-02); (4) a copy of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, and Electric System Modifications. Such approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.
- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Electric System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Electric System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Electric System in any manner, even if Producer's deliveries of electric power to PG&E's Electric System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Electric System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to PG&E's Electric System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 5.7 Producer shall not deliver reactive power to PG&E's Electric System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Electric System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.
- 5.10 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for a NEM and/or NEM2 Generating Facility, that all major solar system components (if any) are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.11 ~~Producer Applicant~~ certifies as a part of each interconnection request for a NEM and/or NEM2 Eligible Generating Facility that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed “agreement” has been provided ensuring proper maintenance and continued system performance.
- 5.12 ~~Producer Customer~~ on this tariff must pay for the interconnection of their NEM2 Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.
- 5.13 If Producer’s Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E’s Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix I of this Agreement.
- 5.14 Smart Inverters
- For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.
- Distribution Provider may require a field verification of the Producer’s inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at:

-<http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions: ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Producer has submitted the interconnection application prior to September 9, 2017,

(c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or

(d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Producer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

6. INTERCONNECTION FACILITIES

6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.



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other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.

- 6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3 If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.
- 6.4 The Interconnection Facilities may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for PG&E's administration and billing pursuant to PG&E's tariffs for net energy metering.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

- 8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
 - (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer's Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner's) Liability insurance, Producer agrees that it will maintain such insurance in force for the duration of this Agreement in no less than amounts currently in effect. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operations. Such insurance shall provide for thirty (30) calendar days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the



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coverage required under Section 8.1.

- 8.7 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the address specified below:

If to PG&E:

Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Producer:

Customer-Generator Name: _____
Address: _____
City: _____
Phone: (____) _____
FAX: (____) _____

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.



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10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Electric System.
- 10.2 Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

_____	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Company Name)</i>	_____
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix A**

APPENDIX A

**DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Producer)**

(Note: The Description of the Generating Facility should include, but not limited to, for each of the technology types of generation: spatial configuration, net and gross nameplate ratings, manufacturer, if the generators are certified under Rule 21, protection equipment, and intended mode of operation [i.e. non-export: export up to 2 seconds; inadvertent export: export between 2 seconds and 60 seconds; and continuous export: export greater than 60 seconds]. Additionally points of interconnection with PG&E, as well as locations and type of protection equipment and disconnect switches should be identified.)

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix B**

APPENDIX B

RULES “2” AND “21”

(Note: PG&E’s electric Rules “2” and “21” may be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. PG&E’s tariffs, including Rules “2” and “21” can be accessed via the PG&E website at www.pge.com/tariffs. Upon request, PG&E can provide copies to Producer of Rules “2” and “21.”)



**GENERATING FACILITY
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Appendix C**

APPENDIX C (If Applicable)

**RULE 21 “SPECIAL FACILITIES” AGREEMENT
(Formed between the Parties)**

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix D**

APPENDIX D (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A
"COGENERATION FACILITY" PURSUANT TO SECTION 216.6 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code (Cogeneration Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Cogeneration Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Cogeneration Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with PG&E's Electric System for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix E**

APPENDIX E (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A
"DISTRIBUTED ENERGY RESOURCES GENERATION" FACILITY
PURSUANT TO SECTION 353.1 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

For the purpose of securing the tariff charge exemption available under Section 353.3 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Distributed Energy Resources Generation as such term is used in Section 353.1 of the PU Code (DERG Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the DERG Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the DERG Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the DERG Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the DERG Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the DERG Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the DERG Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the DERG Status Change and provide Notice to Producer of the DERG Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the DERG Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the DERG Requirements. PG&E shall invoice the Producer electric service account through which the Generating Facility is Interconnected with PG&E's Electric System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

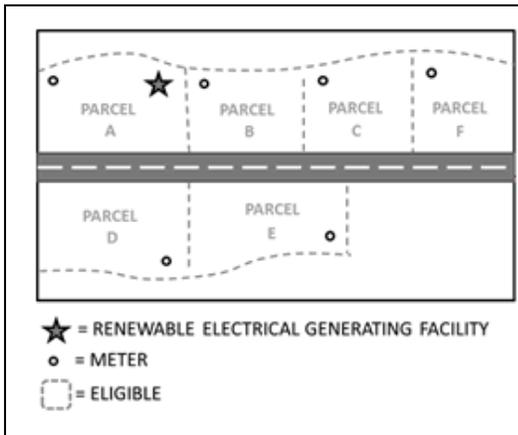
Appendix F

APPENDIX F (When applicable)

NEM2 LOAD AGGREGATION APPENDIX (If Applicable) CUSTOMER-GENERATOR DECLARATION WARRANTING NEM2 AGGREGATION IS LOCATED ON SAME OR ADJACENT OR CONTIGUOUS PROPERTY TO GENERATOR PARCEL

In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

- 1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and
- 2) Each of the aggregated account meters associated with this NEM2 generator account are located either:
 - (i) on the property where the renewable electrical generation facility is located, or
 - (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

- 3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and
- 4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and
- 5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix G**

APPENDIX G (When applicable)

**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS AN
ELIGIBLE BIOGAS ELECTRICAL GENERATING FACILITY PURSUANT
TO SECTION 2827.9 OF THE CALIFORNIA PUBLIC UTILITIES CODE**

Producer has declared that the Generating Facility meets the requirements for an Eligible Biogas Electrical Generating Facility, as defined in Section 2827.9 of the California Public Utilities Code (Eligibility Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the Eligibility Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the Eligibility Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Eligibility Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Producer of the Eligibility Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM-BIO, Experimental Biogas Net Energy Metering.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

**GENERATING FACILITY
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Appendix H**

Appendix H

**SCHEDULE NEM2 CUSTOMER-GENERATOR WARRANTY THAT IT
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL
GENERATION FACILITY PURSUANT TO SECTION 2827.1 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility).

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	<input type="checkbox"/> Storage/Batteries _____ amp hours _____ inverter kWh

NEM2 Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an “Eligible Customer-Generator” and its Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook. ² (Eligibility Requirements).

² The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>

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Appendix H**

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

- If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electrical Generation Facility:

- Eligible Customer-Generator warrants that the Renewable Electrical Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its reasonable discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements – PG&E will provide a minimum of 10 business days notice to the Eligible Customer-Generator should PG&E decide an inspection is required. If PG&E determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF NEM2MT)
Appendix H**

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

**GENERATING FACILITY
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(MULTIPLE TARIFF NEM2MT)
Appendix I**

**APPENDIX I
(If Applicable)**

**OPERATING REQUIREMENTS FOR ENERGY STORAGE
DEVICE(S)**

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).
- To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between _____ [Month/Day] and _____ [Month/Day]

And during the hours of _____

The storage device(s) will consume no more than a total of ____ kW from the Distribution System.

This operating constraint voids the need for the following specific mitigation scope:

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within



**GENERATING FACILITY
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Appendix I**

30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.



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Appendix J**

NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established and Approved by the CPUC as Needed.

Starting January 1, 2017, Customer applying for Schedule NEMFC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

That their Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established as required by the California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards are not yet released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within three months of when the new standard becomes available. Specifically, I, Customer, understand and agree that if my fuel cell generator does not meet the ARB emission standard I will not be eligible for NEMFC.

Specifically, I will be responsible for the following:

1. Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.
2. Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,
 - a. Public Purpose Program Charges;
 - b. Nuclear Decommissioning;
 - c. Department of Water Resources Bond Charges; and
 - d. Competition Transition Charge;
 - e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for Rate Schedule NEMFC and will no longer receive any credit for any exports to the grid.

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less

Please note that this agreement does not constitute an application for **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact PG&E by phone, or by email using the subject "solar energy" at smarter-energy@pge.com, 1-800-933-9555 (residential) or BusinessCustomerHelp@pge.com, 1-800-468-4743 (commercial/industrial).

For more information on the , Multifamily Affordable Solar Housing (MASH) or the New Solar Homes Partnership (NSHP) for affordable housing, please go to www.pge.com/csi where you will find information about the program, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the California Solar Initiative (CSI), MASH or the NSHP, contact PG&E at solar@pge.com.

Unique Project Name _____ (for PG&E's use only)

If you are applying for a CSI rebate, please check the appropriate box below and continue with this application.

- I am also applying for a MASH rebate, and understand that I will have to apply for MASH rebates separately.
- I am also applying for a NSHP rebate, and understand that I will have to apply for the NSHP rebates separately.

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

The purpose of this Agreement is to allow Owner to interconnect solar electric generation with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEMVMASH. Owner has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Distribution System, to offset part or all of the Owner's Eligible Low Income Development's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

C. NEM Transition

Customers receiving service on the current NEMVMASH tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEMVMASH at:

http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMVMASH.pdf and Rate Schedule NEM at: http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

D. Owner's Information -

Eligible Low Income Development Project Name			
Owner-Applicant's Name			
Street Address			
City	State	Zip	
Mailing Address			
City	State	Zip	
Business Phone	Cell Phone	Fax	Email

E. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contractor		Company Name	
Mailing Address			
City	State	Zip	
Business Phone	Fax	Email	
<input type="checkbox"/> This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

F. Other Contact Information (This information is optional).

Contact Person		Company Name	
Mailing Address			
City	State	Zip	
Business Phone	Fax	Email	
<input type="checkbox"/> This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Generating Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements which may result in

Please complete this agreement in its entirety

charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf*, which may be found at: www.pge.com/includes/docs/pdfs/shared/newgenerator/solarwindgenerators/standardenet/customer_behalf_app.pdf

In addition, Owner authorizes PG&E to release to the California Energy Commission (CEC) information regarding Owner's facility, including Owner's name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

G. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to NEMVGen@pge.com

H. Required Documentation for Agreement (in addition to that required in Appendix B):

Plat Map – A parcel plot or plat map must show the building or buildings that will be included as part of the Eligible Low Income Development, the meter locations, and denote where the PV solar generating facility(ies) will be located and interconnected.

Site Diagram – The site diagram must show the building or buildings that will be included as part of the Eligible Low Income Development, the meter locations, and denote where the PV solar generating facility(ies) will be located and interconnected.

I. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

J. Term Of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMVMASH.

K. Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

L. Appendix A

Attached to this agreement is *Appendix A - Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units with Their Respective Solar Credit Allocation*.

M. Appendix B

Attached to this agreement is _____ completed copy/copies of *Appendix B – NEMVMASH Generating Facility Interconnection Agreement*, corresponding to each of the generator accounts listed in Appendix A. Owner agrees to comply with Electric Tariff Rule 21 and all other applicable tariffs at all times.

Owner Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

A copy of this signed agreement should be retained with the "Permission to Operate" letter to confirm project approval.

Appendix A – Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units With Their respective Solar Energy Credit Allocation

Unique Project Name _____ (for PG&E's use only)

Section 1 Instructions

- 1) Complete the section below (this information must match the Owner information on the associated *Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 MW or Less* for the same NEMVMASH Eligible Low Income Facility.

Eligible Low Income Development Name (must be the same name as that on Page 2 of the Agreement)		
Owner Name	Address	Date

- 2) Is this application for a new NEMVMASH Eligible Low Income Development or a reallocation for an existing Eligible Low Income Development? Existing NEMVMASH Development Owners may not reallocate the Solar Allocation Percentages for all Common Area Accounts and all Residential Unit Accounts for a period of 5 years after first being interconnected on NEMVMASH, even if there is a change in Owner. However, after 5 years a reallocation may be requested. Also, a reallocation of credits between the different Common Area Accounts is allowed, and similarly if a residential unit becomes uninhabitable under the terms described in the NEMVMASH tariff in Special Condition 2 g, the Owner may choose to reallocate credits to the other Residential Unit Accounts.

This application is for an allocation for the initial new NEMVMASH Eligible Low Income Development:

This application is for a reallocation for an existing NEMVMASH Eligible Low Income Development:

- 3) A NEMVMASH Eligible Low Income Development on NEMVMASH must either receive incentive funds from the Multifamily Affordable Solar Housing Program (MASH), or the New Solar Homes Partnership (NSHP) for affordable housing, or be eligible to receive funds from the MASH program.

Is this Development receiving funds from either the MASH or NSHP program? Yes No

If it is not receiving either MASH or NSHP incentives, is it eligible to receive MASH funds? Yes No

- 4) For a new NEMVMASH Eligible Low Income Development, if you applied for MASH incentives, please enter the percentages in the space provided below from the MASH application.

Solar Allocation Percentage for All Common Area Account(s) Listed in the MASH Incentive Application (only required if applying for MASH Track 1a incentives):	Solar Allocation Percentage for All Residential Unit Accounts Listed in MASH Incentive Application (only required if applying for MASH Track 1b incentives):	Both Percentages Must Total 100%
%	%	= 100 %

- 5) Please use the attached Appendix A, Section 2 to list all accounts that are located in the Eligible Low Income Development that will be taking service on NEMVMASH.

On a building by building basis, please list all participating Generator Accounts, Common Area Accounts (if any) and all Residential Unit Accounts as specified in Appendix A.

Please note for each row:

- **Account Type** - check the one box corresponding to the type of account (that is, **Generator Account**, **Common Area** or **Residential Unit**). Every row (account) should have one and only one of these 3 boxes checked. *(Required)*. Additionally, Generator accounts must also list the CEC AC rating in the **Generator Capacity** column and be numbered, starting with "1" in the **Generator Number** column. This Agreement must include a completed copy of Appendix B corresponding to each generator shown in this table and the solar generator capacity on Appendix B Part IV section C. must match that listed in this table. The sum of all generators' capacities listed must not exceed 1 MW.
 - **Account Address** - Provide an address, including unit number, for all Accounts (for Generator Accounts without an address please specify location in detail). *(Required)*
 - **Name** - For Common Area Accounts and the Generator Account, the Owner's name must be entered. For Residential Unit Accounts, enter the name of the occupant, if it is known.
 - **PG&E Account Number** - Enter the PG&E Account number on all Common Area Accounts and Generator Accounts. *(Required)*.
 - **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all Common Area Accounts and desired Generator Accounts. *(Required)*.
 - **Total Solar Generation** (bottom of each page) – For each Generator Account total the CEC AC rating. The total of all rating of all Generator Accounts on all pages must equal no more than 1 MW.
 - **Solar Allocation Percentage** (bottom of the each page) - For each Common Area Account and Residential Unit Account listed (but not the Generator Account), enter the Solar Allocation Percentage to two decimal places. The Solar Energy Allocation Percentage for each Residential Unit Account must be in proportion to the relative size of each unit, consistent with the manner in which affordable housing rents are established. The total of all Solar Energy Allocation Percentages must equal 100%.
 - **Appendix A, Section 2 Page Numbers** – In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for these two instruction pages).
- 6) If the Eligible Low Income Development has been on the MASH program for less than 5 years, verify that: (for all pages included).

Total of Solar Allocation Percentages for all the Common Area Accounts (if any) _____.

Total of Solar Allocation Percentage for all the Residential Unit Accounts _____.

These numbers must match the percentages provided in number 3 above (if receiving MASH incentives), from Line 2, and must add up to 100%.

Appendix A – Designation of Generator Accounts, and their Associated Common Area Accounts and Residential Units with their respective Solar Energy Credit Allocation

Unique Project Name _____ (for PG&E's use only)

Section 2

Please list all participating on a building by building basis.

#	Account Type Check only one box for each row <i>(required field)</i>					Account Address <i>(required field)</i> (for Generator Accounts without an address please describe location in detail)	Owner's Name <i>(For Residential Units, Last Name of Occupant, if known For Common Area and Generator Accounts. Use Name as shown on PG&E Account)</i>	PG&E Account Number <i>(Required field for Common Area Accounts and Generator Account only)</i>	Otherwise Applicable Rate Schedule (OAS) under NEMVMASH <i>(Required field for Common Area Accounts and Generator Account only)</i>	Solar Energy Allocation Percentage <i>(up to 2 decimal places. Required Field for Common Area Accounts and Residential Accounts)</i>
	Generator Account	Generator Number <small>(must complete an Appendix B with a corresponding generator number)</small>	Generator Capacity <small>(must total to no more than 1 MW)</small>	Common Area	Residential Unit					
1	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
2	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
3	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
4	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
5	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
6	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
7	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
8	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
9	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
10	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
11	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
12	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
13	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
14	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
15	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
_____ Total Solar Generation this page							Total Solar Energy Allocation Percentage for this page _____			

Account List - Appendix A, Section 2 --- Page _____ of _____

Please complete this agreement in its entirety

Appendix B – NEMVMASH Generating Facility Interconnection Agreement

Unique Project Name _____ (for PG&E's use only)

One completed Appendix B Interconnection Agreement must be submitted for each NEMVMASH generating facility in the Eligible Low Income Development. The number of interconnection agreements submitted should match the generator accounts shown in appendix A. All sections should be completed (unless otherwise noted in the text).

Part I – Requirements for Interconnection

Please complete all parts of this section:

A. Owner's Generating Facility Information - Where will the Generating Facility be installed?

Eligible Low Income Facility Name (must be the same name as that on Page 1 of the Agreement)		Unique Generator Number – (must match listing in Appendix A)
Nearest Street Address where this Generating Facility will Be Located		
City	State	Zip
Contractor Name (must be the same name as that on Page 1 of the Agreement)		

B. Description of Service (This Agreement is being filed for, check all that apply):

- A New NEMVMASH Generating Facility interconnection (at an existing service).
- For Physical Changes to an interconnected NEMVMASH Generating Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- A New NEMVMASH interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- A Reallocation of Solar Energy Generation Credits for an Existing NEMVMASH Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEMVMASH accounts.

Part II – Selecting the Study Process

Please check one:

- Fast Track Process
- Detailed Study (not typical)
 - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

In submitting this document, I the Owner, understand and agree to the following terms and conditions:

Permission to Interconnect

Owner must not operate their Generating Facility in parallel with PG&E's Distribution System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Owner may be liable.

Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that either (a) the Owner's Facility, or its operation, may endanger PG&E personnel, or (b) the continued operation of the Owner's Facility may endanger the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Owner's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEMVMASH Owner's solar generating facility. **Please contact Generation Interconnection Services at 415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.**

Meter access

Owner's generator output meter and the AC disconnect switch must be installed in a safe, PG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter and AC disconnect switch access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Owner or Multifamily residents, including pet dogs, should not have access to these areas to avoid hindering PG&E service personnel, preventing them from completing their work. Customers who currently have generator meters inaccessible from the outside of the building and who choose to place their generator AC disconnect switch near their meter, must place the required generator AC disconnect switch in a location readily accessible to PG&E in order to participate in this program. Should future access problems arise, PG&E reserves the right to terminate service, in accordance with its filed tariffs.

Document and Fee Requirements

Other Documents and/or Fees *may* be required and there may be requirements for interconnection in addition to the above list, depending on the specifics of the planned Generating Facility. Other approvals and/or other agreements may be needed for special PG&E programs or regulatory agency requirements.

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that has submitted the application prior to September 9, 2017, or their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.)

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

Please complete this agreement in its entirety

- (b) the Owner has submitted the interconnection application prior to September 9, 2017.
(c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
(d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. An Owner replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Stale Agreements

If this agreement is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEMVMASH.

A. Agreement Package:

These documents are needed to ensure safe and reliable operation of PG&E's Distribution System and to confirm that Owner's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request by telephoning 415-972-5676, emailing gen@pge.com, or visiting PG&E's website at www.pge.com/standardnem). **Owners should not delay sending any part of the agreement package to PG&E.** As PG&E receives the documentation described in Sections (1) through (5) below, PG&E will begin to process the application.

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including a completed Appendix A** *Please note:* the Owner's name (as identified in Part I, Section C) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Common Area accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Common Area accounts will be defaulted to Rate Schedule E-1, establishing how Owner's Common Area Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.
2. A **single-line diagram** showing Owner's actual installation of his/her Generating Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Owner's loads relative to the Generating Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.
PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc.). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEMVMASH Eligible Low Income Facility and utility's Distribution System.
 - b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only CEC-certified inverters¹⁻² will pass

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

¹The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html

² The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html

the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.

- c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below.)
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information.
3. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**
 4. **Insurance** - Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMVMASH Generating Facility location –

Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a solar electric Generating Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.

- I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEMVMASH Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

- I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for this NEMVMASH Generating Facility.

B. Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be e-mailed to PG&E at the address noted in Part I Section G of the Application, "Notices".

Part IV – General Facility

A. Expected **date** of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?

Date: _____

B. Are there any other generators interconnected on this account?

Please complete this agreement in its entirety

Yes

If yes, specify what kind of generator _____

No

C. Are there any possible generator meter access issues?

Yes If yes, check all that apply:

<input type="checkbox"/> Locked Room/Gate	<input type="checkbox"/> Meter located inside of facility/residence
<input type="checkbox"/> Unrestrained animal at meter or AC disconnect switch location	<input type="checkbox"/> Other (Please explain) _____

No

D. Are any of your accounts on a Demand Response program?

Yes

If yes, what program are you on? _____

No.

(For more information on PG&E's demand response programs see: www.pge.com/demandresponse)

Part V – Description of the Generating Facilities Use additional sheets, if necessary.

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches)

List the AC disconnect switch that will be used at this Generating Facility.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Inverters interconnected with PG&E

List all the inverters that will be interconnected to PG&E.

Owners with non-standard inverters which do not meet the UL and IEEE requirements specified in Electric Rule 21, or Owners whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section as described in Electric Rule 21 (Section G.1.m.) require a Supplemental Review which may entail a study, additional equipment, and/or other requirements.

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ³ kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1						

³ The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

2						
3						

C. Photovoltaic Generator Equipment

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above. (Please attach additional sheets if more space is needed).

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁴ (kW)	Inverter number from (B.) above (1 or 2)
1						
2						
3						

D. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

E. Maximum 3-Phase Fault Current Contribution

What is the maximum 3-phase fault current that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault). _____ Amps

⁴ The total capacity is the PV panel rating times the quantity.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

Please note that this agreement does not constitute an application for **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact PG&E by phone, or by email using the subject "solar energy" at smarter-energy@pge.com, 1-800-933-9555 (residential) or BusinessCustomerHelp@pge.com, 1-800-468-4743 (commercial/industrial).

For more information on the , Multifamily Affordable Solar Housing (MASH) or the New Solar Homes Partnership (NSHP) for affordable housing, please go to www.pge.com/csi where you will find information about the program, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the California Solar Initiative (CSI), MASH or the NSHP, contact PG&E at solar@pge.com.

Unique Project Name _____ (for PG&E's use only)

If you are applying for a CSI rebate, please check the appropriate box below and continue with this application.

- I am also applying for a MASH rebate, and understand that I will have to apply for MASH rebates separately.
- I am also applying for a NSHP rebate, and understand that I will have to apply for the NSHP rebates separately.

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

The purpose of this Agreement is to allow Owner to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Schedule NEM2VMSH. Owner has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Owner's Eligible Low Income Development's own electrical requirements at the affiliated service points as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

D. Owner's Information -

Eligible Low Income Development Project Name			
Owner-Applicant's Name			
Street Address			
City	State	ZIP	
Mailing Address			
City	State	ZIP	
Business Phone	Cell Phone	Fax	Email

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

E. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contractor		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

F. Other Contact Information (This information is optional).

Contact Person		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Generating Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements which may result in charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf (Form 79-1095)*, which may be found at: <http://www.pge.com/tariffs/>

In addition, Owner authorizes PG&E to release to the California Energy Commission (CEC) information regarding Owner's facility, including Owner's name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

G. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to NEMVGen@pge.com

H. Required Documentation for Agreement (in addition to that required in Appendix B):

Plat Map – A parcel plot or plat map must show the building or buildings that will be included as part of the Eligible Low Income Development, the meter locations, and denote where the PV solar generating facility(ies) will be located and interconnected.

Site Diagram – The site diagram must show the building or buildings that will be included as part of the Eligible Low Income Development, the meter locations, and denote where the PV solar generating facility(ies) will be located and interconnected.

I. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

J. Term Of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEM2VMSH.

K. Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

L. Appendix A

Attached to this agreement is *Appendix A - Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units with Their Respective Solar Credit Allocation.*

M. Appendix B

Attached to this agreement is _____ completed copy/copies of *Appendix B – NEM2VMSH Generating Facility Interconnection Agreement*, corresponding to each of the generator accounts listed in Appendix A. Owner agrees to comply with Electric Tariff Rule 21 and all other applicable tariffs at all times.

N. 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.

OWNER NAME:

PACIFIC GAS AND ELECTRIC COMPANY:

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

Manager, Generation Interconnection Services
(Title)

(Date)

(Date)

A copy of this signed agreement should be retained with the "Permission to Operate" letter to confirm project approval.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION
Attachment A

Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units With Their Respective Solar Energy Credit Allocation TOTALING 1 MW OR LESS

Unique Project Name _____ (for PG&E's use only)

Section 1 Instructions

- 1) Complete the section below (this information must match the Owner information on the associated *Eligible Low Income Development Virtual Net Energy Metering Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Solar Generating Facility of 1 MW or Less* for the same NEM2VMSH Eligible Low Income Facility.

Eligible Low Income Development Name (must be the same name as that on Page 2 of the Agreement)		
Owner Name	Address	Date

- 2) Is this application for a new NEM2VMSH Eligible Low Income Development or a reallocation for an existing Eligible Low Income Development? Existing NEM2VMSH Development Owners may not reallocate the Solar Allocation Percentages for all Common Area Accounts and all Residential Unit Accounts for a period of 5 years after first being interconnected on NEM2VMSH, even if there is a change in Owner. However, after 5 years a reallocation may be requested. Also, a reallocation of credits between the different Common Area Accounts is allowed, and similarly if a residential unit becomes uninhabitable under the terms described in the NEM2VMSH tariff in Special Condition 2 g, the Owner may choose to reallocate credits to the other Residential Unit Accounts.

This application is for an allocation for the initial new NEM2VMSH Eligible Low Income Development:

This application is for a reallocation for an existing NEM2VMSH Eligible Low Income Development:

- 3) A NEM2VMSH Eligible Low Income Development on NEM2VMSH must either receive incentive funds from the Multifamily Affordable Solar Housing Program (MASH), or the New Solar Homes Partnership (NSHP) for affordable housing, or be eligible to receive funds from the MASH program.

Is this Development receiving funds from either the MASH or NSHP program? Yes No

If it is not receiving either MASH or NSHP incentives, is it eligible to receive MASH funds? Yes No

- 4) For a new NEM2VMSH Eligible Low Income Development, if you applied for MASH incentives, please enter the percentages in the space provided below from the MASH application.

Solar Allocation Percentage for All Common Area Account(s) Listed in the MASH Incentive Application (only required if applying for MASH Track 1a incentives):	Solar Allocation Percentage for All Residential Unit Accounts Listed in MASH Incentive Application (only required if applying for MASH Track 1b incentives):	Both Percentages Must Total 100%
%	%	= 100 %

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION
Attachment A

Designation of Generator Accounts, and Their Associated Common Area Accounts and Residential Units With Their Respective Solar Energy Credit Allocation TOTALING 1 MW OR LESS

5) Please use the attached Appendix A, Section 2 to list all accounts that are located in the Eligible Low Income Development that will be taking service on NEM2VMSH.

On a building by building basis, please list all participating Generator Accounts, Common Area Accounts (if any) and all Residential Unit Accounts as specified in Appendix A.

Please note for each row:

- **Account Type** - check the one box corresponding to the type of account (that is, **Generator Account**, **Common Area** or **Residential Unit**). Every row (account) should have one and only one of these 3 boxes checked. *(Required)*. Additionally, Generator accounts must also list the CEC AC rating in the **Generator Capacity** column and be numbered, starting with "1" in the **Generator Number** column. This Agreement must include a completed copy of Appendix B corresponding to each generator shown in this table and the solar generator capacity on Appendix B Part IV section C. must match that listed in this table. The sum of all generators' capacities listed must not exceed 1 MW.
- **Account Address** - Provide an address, including unit number, for all Accounts (for Generator Accounts without an address please specify location in detail). *(Required)*
- **Name** - For Common Area Accounts and the Generator Account, the Owner's name must be entered. For Residential Unit Accounts, enter the name of the occupant, if it is known.
- **PG&E Account Number** - Enter the PG&E Account number on all Common Area Accounts and Generator Accounts. *(Required)*.
- **Otherwise Applicable Rate Schedule** – Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for all Common Area Accounts and desired Generator Accounts. *(Required)*.
- **Total Solar Generation** (bottom of each page) – For each Generator Account total the CEC AC rating. The total of all rating of all Generator Accounts on all pages must equal no more than 1 MW.
- **Solar Allocation Percentage** (bottom of the each page) - For each Common Area Account and Residential Unit Account listed (but not the Generator Account), enter the Solar Allocation Percentage to two decimal places. The Solar Energy Allocation Percentage for each Residential Unit Account must be in proportion to the relative size of each unit, consistent with the manner in which affordable housing rents are established. The total of all Solar Energy Allocation Percentages must equal 100%.
- **Appendix A, Section 2 Page Numbers** – In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for these two instruction pages).

6) If the Eligible Low Income Development has been on the MASH program for less than 5 years, verify that: (for all pages included).

Total of Solar Allocation Percentages for all the Common Area Accounts (if any) _____.

Total of Solar Allocation Percentage for all the Residential Unit Accounts _____.

These numbers must match the percentages provided in number 3 above (if receiving MASH incentives), from Line 2, and must add up to 100%.



**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH)
APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE
HOUSING WITH SOLAR GENERATION**

Attachment A

**Designation of Generator Accounts, and their Associated Common Area Accounts and Residential
Units with their respective Solar Energy Credit Allocation**

Unique Project Name _____ (for PG&E's use only)

Section 2

Please list all participating on a building by building basis.

#	Account Type Check only one box for each row (required field)					Account Address (required field) (for Generator Accounts without an address please describe location in detail)	Owner's Name (For Residential Units, Last Name of Occupant, if known For Common Area and Generator Accounts. Use Name as shown on PG&E Account)	PG&E Account Number (Required field for Common Area Accounts and Generator Account only)	Otherwise Applicable Rate Schedule (OAS) under NEM2VMSH (Required field for Common Area Accounts and Generator Account only)	Solar Energy Allocation Percentage (up to 2 decimal places. Required Field for Common Area Accounts and Residential Accounts)
	Generator Account	Generator Number (must complete an Appendix B with a corres- ponding generator number)	Generator Capacity)	Common Area	Residential Unit					
1	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
2	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
3	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
4	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
5	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
6	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
7	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
8	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
9	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
10	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
11	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
12	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
13	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
14	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
15	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					
_____ Total Solar Generation this page							Total Solar Energy Allocation Percentage for this page _____			

Account List - Appendix A, Section 2 --- Page _____ of _____

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

Unique Project Name _____ (for PG&E's use only)

One completed Appendix B Interconnection Agreement must be submitted for each NEM2VMSH generating facility in the Eligible Low Income Development. The number of interconnection agreements submitted should match the generator accounts shown in appendix A. All sections should be completed (unless otherwise noted in the text).

Part I – Requirements for Interconnection

Please complete all parts of this section:

A. Owner's Generating Facility Information - Where will the Generating Facility be installed?

Eligible Low Income Facility Name (must be the same name as that on Page 1 of the Agreement)		Unique Generator Number – (must match listing in Appendix A)
Nearest Street Address where this Generating Facility will Be Located		
City	State	Zip
Contractor Name (must be the same name as that on Page 1 of the Agreement)		

B. Description of Service (This Agreement is being filed for, check all that apply):

- A New NEM2VMSH Generating Facility interconnection (at an existing service).
- For Physical Changes to an interconnected NEM2VMSH Generating Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- A New NEM2VMSH interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- A Reallocation of Solar Energy Generation Credits for an Existing NEM2VMSH Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEM2VMSH accounts.

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

Part II – Selecting the Study Process

Please check one:

- Fast Track Process
- Detailed Study (not typical)
 - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

In submitting this document, I the Owner, understand and agree to the following terms and conditions:

Permission to Interconnect

Owner must not operate their Generating Facility in parallel with PG&E's Electric System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Owner may be liable.

Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that either (a) the Owner's Facility, or its operation, may endanger PG&E personnel, or (b) the continued operation of the Owner's Facility may endanger the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Owner's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM2VMSH Owner's solar generating facility. **Please contact Generation Interconnection Services at 415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.**

Meter access

Owner's generator output meter and the AC disconnect switch must be installed in a safe, PG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter and AC disconnect switch access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Owner or Multifamily residents, including pet dogs, should not have access to these areas to avoid hindering PG&E service personnel, preventing them from completing their work. Customers who currently have generator meters inaccessible from the outside of the building and who choose to place their generator AC disconnect switch near their meter, must place the required generator AC disconnect switch in a location readily accessible to PG&E in order to participate in this program. Should future access problems arise, PG&E reserves the right to terminate service, in accordance with its filed tariffs.

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that has submitted the application prior to September 9, 2017, or their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Owner has submitted the interconnection application prior to September 9, 2017,

(c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or

(d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 201

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Owner replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Document and Fee Requirements

Other Documents and/or Fees *may* be required and there may be requirements for interconnection in addition to the above list, depending on the specifics of the planned Generating Facility. Other approvals and/or other agreements may be needed for special PG&E programs or regulatory agency requirements.

Stale Agreements

If this agreement is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEM2VMSH.

A. Agreement Package:

These documents are needed to ensure safe and reliable operation of PG&E's Electric System and to confirm that Owner's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request by telephoning 415-972-5676, emailing gen@pge.com, or visiting PG&E's website at

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

www.pge.com/standardnem). **Owners should not delay sending any part of the agreement package to PG&E.** As PG&E receives the documentation described in Sections (1) through (5) below, PG&E will begin to process the application.

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including a completed Appendix A** *Please note:* the Owner's name (as identified in Part I, Section C) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Common Area accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Common Area accounts will be defaulted to Rate Schedule E-1, establishing how Owner's Common Area Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.
2. A **single-line diagram** showing Owner's actual installation of his/her Generating Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Owner's loads relative to the Generating Facility, and the interconnection with PG&E's Electric System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.
PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc.). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEM2VMSH Eligible Low Income Facility and utility's Electric System.
 - b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Generating Facility, including rating, brand name, and model number. Only CEC-certified inverters^{1,2} will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below.)
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information.
3. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**

¹The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html

²The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

4. **Insurance** - Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEM2VMSH Generating Facility location –

Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a solar electric Generating Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.

- I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEM2VMSH Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

- I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for this NEM2VMSH Generating Facility.

B. Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be e-mailed to PG&E at the address noted in Part I Section G of the Application, "Notices".

Part IV – General Facility

A. Expected **date** of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?

Date: _____

B. Are there any other generators interconnected on this account?

- Yes

If yes, specify what kind of generator _____

- No

C. Are there any possible generator meter access issues?

- Yes **If yes**, check all that apply:

<input type="checkbox"/> Locked Room/Gate	<input type="checkbox"/> Meter located inside of facility/residence
<input type="checkbox"/> Unrestrained animal at meter or AC disconnect switch location	<input type="checkbox"/> Other (Please explain) _____

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

No

D. Are any of your accounts on a Demand Response program?

Yes

If yes, what program are you on? _____

No.

(For more information on PG&E's demand response programs see: www.pge.com/demandresponse)

Part V – Description of the Generating Facilities *Use additional sheets, if necessary.*

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches)

List the AC disconnect switch that will be used at this Generating Facility. Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Inverters interconnected with PG&E

List all the inverters that will be interconnected to PG&E.

Owners with non-standard inverters which do not meet the UL and IEEE requirements specified in Electric Rule 21, or Owners whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section as described in Electric Rule 21 (Section G.1.m.) require a **Supplemental Review** which may entail a study, additional equipment, and/or other requirements.

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ³ kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1						
2						
3						

³ The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

Please complete this agreement in its entirety



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) APPLICATION AND INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION

Attachment B

NEM2VMSH Generating Facility Interconnection Agreement

C. Photovoltaic Generator Equipment

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above. (Please attach additional sheets if more space is needed).

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁴ (kW)	Inverter number from (B.) above (1 or 2)
1						
2						
3						

D. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

E. Maximum 3-Phase Fault Current Contribution

What is the maximum 3-phase fault current that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault). _____ Amps

F. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2VMSH, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

G. Warranties or Service Agreements

Applicant certifies as a part of its interconnection request for NEM2MSH that:

- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
- (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

H. Ref costs in Rule 21

Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21.

⁴ The total capacity is the PV panel rating times the quantity.

Please complete this agreement in its entirety



Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less

Please note: This agreement does not constitute an application for rebate and/or incentive programs. For more information on these programs, please visit the program website at the links provided below.

- California Solar Initiative (CSI): www.pge.com/csi
- Self-Generation Incentive Program (SGIP): www.pge.com/sgip

Project Identification Number _____ (for PG&E's use only)

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

This *Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less* (Agreement) applies to electric rate schedule NEMV—*Virtual Net Energy Metering For A Multi-Tenant And Multi-Meter Property Served At The Same Service Delivery Point* for the Owner or designated agent of the Owner (Owner) who interconnects a single solar photovoltaic and/or wind generating facility sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEMV) of the past year but with a maximum total size of no larger than one MW or 1,000 kW (Renewable Electric Generation Facility) that is located at a Single Delivery Point¹ with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Agreement is to allow the Owner to interconnect the Renewable Electric Generation Facility with PG&E's Distribution System, subject to the provisions of this Agreement and PG&E's rate schedule NEMV. Owner has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the NEMV Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service delivery point as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Note: If this application is for a Renewable Electric Generation Facility with a generator type that is other than solar (PV) and wind covered in Schedule NEMV, please use Application Form 79-1142.

Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

B. NEM Transition

Customers receiving service on the current NEMV tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEM and NEMV at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf and http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf for more details.

¹ Customer-owned line extensions that deliver power to other meters on the same property are not considered separate SDPs.

D. Description of Service (This Agreement is being filed for, check all that apply):

- A New NEMV Renewable Electric Generation Facility interconnection (at an existing service).
- For Physical/Electrical Changes to an interconnected NEMV Renewable Electric Generation Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- A New NEMV interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- A Reallocation of Eligible Energy Generation Credits under NEMV for an Existing Renewable Electric Generation Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEMV accounts.

Special Condition 6 of Schedule NEMV requires that any Customer with an existing generating facility and meter who enters into a new NEMV agreement shall complete and submit a copy of Form 79-1125 *NEM / NEMV / NEMVMASH Inspection Report* to PG&E, unless the electrical generating facility and meter have been installed and/or inspected within the previous three years.

E. Owner's Renewable Electric Generation Facility Information - Where will the Generating Facility be installed?

Name shown on Owner's PG&E service account (Must Match Owner's Name on PG&E Energy Bill)			
Street Address			
City	State	Zip	
Mailing Address			
City	State	Zip	
Business Phone	Home Phone	Fax	Email

F. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contractor	Company Name		
Mailing Address			
City	State	Zip	
Business Phone	Fax	Email	
<input type="checkbox"/> This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

G. Other Contact Information (This information is optional).

Contact Person		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Renewable Electric Generation Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements that may result in charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf*, which may be found at:

www.pge.com/includes/docs/pdfs/shared/newgenerator/solarwindgenerators/standardenet/customer_behalf_app.pdf

In addition, Owner authorizes PG&E to release to the California Energy Commission (CEC) information regarding Owner's facility, including Owner's name and Renewable Electric Generation Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

Part II – Selecting the Study Process

Please check one:

- Fast Track Process
- Detailed Study (not typical)
 - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

In submitting this document, I the Owner, understand and agree to the following terms and conditions:

Permission to Interconnect

Owner must not operate their Renewable Electric Generation Facility in parallel with PG&E's Distribution System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Owner may be liable.

Safe Operation of the Renewable Electric Generation Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that either (a) the Owner's Facility, or its operation, may endanger PG&E personnel, or (b) the continued operation of the Owner's Facility may endanger the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Owner's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEMV Owner's Renewable Electric Generation Facility. **Please contact Generation Interconnection Services at 415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.**

Meter Access

Owner's generator output meter and the AC disconnect switch must be installed in a safe, PG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter and AC disconnect switch access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Owner or Multifamily residents, including pet dogs, should not have access to these areas to avoid hindering PG&E service personnel, preventing them from completing their work. Customers who currently have generator meters inaccessible from the outside of the building and who choose to place their generator AC disconnect switch near their meter, must place the required generator AC disconnect switch in a location readily accessible to PG&E in order to participate in this program. Should future access problems arise, PG&E reserves the right to terminate service, in accordance with its filed tariffs.

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions: has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.:

(a) it is already approved by PG&E for interconnection prior to September 9, 2017,

(b) the Owner has submitted the interconnection application prior to September 9, 2017,

(c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

(d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Owner replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Document and Fee Requirements

Other Documents and/or Fees may be required and there may be requirements for interconnection in addition to the above list, depending on the specifics of the planned Renewable Electric Generation Facility. Other approvals and/or other agreements may be needed for special PG&E programs or regulatory agency requirements.

Stale Agreements

If this agreement is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEMV.

² A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

Agreement Package:

These documents are needed to ensure safe and reliable operation of PG&E's Distribution System and to confirm that Owner's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request by telephoning 415-972-5676, emailing gen@pge.com, or visiting PG&E's website at www.pge.com/standardnem). **Owners should not delay sending any part of the agreement package to PG&E.** As PG&E receives the documentation described in Sections (1) through (7) below, PG&E will begin to process the application.

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including completed Appendices A, B and C**. **Please note:** the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Benefitting accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Benefitting accounts will be defaulted to Rate Schedule E-1, for residential accounts, A1 for general service accounts (unless required to be on a mandatory rate schedule such as E19 or E20), and AG-1 for agricultural rates when establishing how Owner's Benefitting Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.
2. A **single-line diagram** showing Owner's actual installation of his/her Renewable Electric Generation Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all generators, circuit breakers and other protective devices of the Renewable Electric Generation Facility, the general location of the Owner's loads relative to the Renewable Electric Generation Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.

PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEMV Eligible Renewable Electric Generation Facility and utility's Distribution System.
 - b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified inverters³ will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel or wind turbine manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below).
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEMV customers may be able to combine the generator output meter with an incentive meter. See Schedule NEMV for details and the cost.
3. **Site Diagram** – The site diagram must show the building or buildings at the same Service Delivery Point that will be included as part of the NEMV Arrangement that meets the single Service Delivery Point requirement in the Applicability Section of NEMV, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.
4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMV Generating Facility location:

³ The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html

Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a Renewable Electric Generation Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.

I **have** insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEMV Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEMV Generating Facility location.

5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**
6. Schedule NEMV may include charges where applicable, including but not limited to that in Special Conditions: 1 (metering), 2 (one-time set-up or modification charges) and/or 3 (demand credit set-up charges).
7. **Appendix C Site Assessment Documentation** as described in the cover sheet for Appendix C.

Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be emailed (with all aforementioned documents scanned and included as attachments) to PG&E at the address noted in Part V Section G, "Notices".

Part IV – General Facility

A. Expected **date** of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?

Date: _____

B. Are there any other generators interconnected on this account?

Yes

If **yes**, specify what kind of generator _____

No

C. Are there any possible generator meter access issues?

Yes **If yes**, check all that apply:

<input type="checkbox"/> Locked Room/Gate	<input type="checkbox"/> Meter located inside of facility/residence
<input type="checkbox"/> Unrestrained animal at meter or AC disconnect switch location	<input type="checkbox"/> Other (Please explain) _____

No

D. Are any of your accounts on a Demand Response program?

Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Qualified Customers will be based on the Qualified Customer's metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) should also exclude from consideration any impacts of NEMV generation.

Yes

If yes, what program are you on? _____

No.

E. Generator Interconnection Tie-in Point – Does your interconnection satisfy PG&E's Meter Standards (Appendix C of this Agreement)?

Yes

No. Reason: _____

If after review of a customer's NEMV application PG&E determines a site assessment is essential, then PG&E may conduct a site assessment. Please note that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

F. Are you planning to meet the requirements specified in the PG&E Greenbook (current reference is "VNEM Installation Requirements", Utility Bulletin TD6999B-005, 02/06/2012)?

Yes

No. Reason: _____

G. Where are you planning to tie in? Can you provide Switchgear cutsheets, detailing the proposed point of connection and bussing modification / clearances, cutsheets of the NGOM socket, to clearly identify proposed tie-in point?

Location: _____

H. Is the currently proposed tie-in point a result of restrictions placed on altering the existing panel or equipment within, as imposed by the local authority having jurisdiction?

Yes - What restriction? _____

No.

I. Have you confirmed the Ampere Interrupting capacity (AIC) rating of the existing panel?

Yes

No. Reason: _____

J. Is the account located within a PG&E secondary "network" system?

(Note: PG&E does not allow exporting generators to connect to secondary network systems. Portions of San Francisco and Oakland, where PG&E has a network grid. Customers seeking generator interconnections in San Francisco and Oakland must contact PG&E before beginning any work. See Section II above for more details.)

Yes.

No.

K. Are there existing PG&E gas or other utility's facilities in the vicinity of the proposed point of interconnection? (Note: Minimum clearances must be maintained from PG&E facilities, as specified in PG&E's Greenbook)

Yes - Describe: _____

No.

L. Are you going to require PG&E to arrange to de-energize the service panel for you to safely connect the generator to the service panel?

(Note: that the de-energizing process may be as simple as a PG&E Troubleman opening a switch, or as involved as a PG&E crew performing switching, and rearrangement of service wires, and coordinating with neighboring customers that might be impacted by this de-energizing project. **PG&E requires ten (10) business days advance notice prior to performing such a request.**)

- Yes - Describe: _____
 No.

M. Can this de-energizing of the service panel be done during normal business hours?

- Yes
 No. If not, what time of the week and time of the day do you request this service disconnection to occur?

Mon Tues Wed Thu Fri Sat Sun : AM / PM
(circle day of week) (enter time & circle AM or PM)

Note- the time of de-energizing the service panel will also depend on whether other customers are impacted and their input to the process.

N. What is the duration of the service disconnection requested?

Duration _____

O. Do you need PG&E personnel to stand by while you perform your work?

- Yes
 No

P. Will you need to obtain clearance from the local authority having jurisdiction prior to PG&E re-energizing the service panel?

(Note: Some cities/counties require that they have inspected the panel prior to reenergizing. You will need to provide proof of the local authority that your work will not require such approval, or be prepared to provide that to PG&E prior to PG&E re-energizing the panel).

- Yes
 No

Part V – Description of the Generating Facilities *Use additional sheets, if necessary.*

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches).

List the AC disconnect switch that will be used at this Generating Facility.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Inverters interconnected with PG&E

List all the inverters that will be interconnected to PG&E.

Owners with non-standard inverters which do not meet the UL and IEEE requirements specified in Electric Rule 21, or Owners whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section as described in Electric Rule 21 (Section G.1.m) require a **Supplemental Review** which may entail a study, additional equipment, and/or other requirements.

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ⁴ kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1						
2						

C. Photovoltaic Generator Equipment

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above. (Please attach additional sheets if more space is needed).

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁵ (kW)	Inverter number from (B.) above (1 or 2)
1						
2						

D. Wind Turbine Equipment (if applicable)

List the wind turbine information requested below. If there is more than one wind turbine of the same type, list the total capacity connected to each inverter you listed in B) above. Write NONE if the inverter is incorporated in the wind turbine and no inverter is required.

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Nameplate Rating kW (per unit) ⁶	Wind Turbine CEC Rating (kW) per unit	Quantity of Wind Turbines	Total Capacity (kW) ⁷	Turbine Output Voltage	Single or Three Phase	Inverter number from (B) above (1 or 2)
1									

E. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

F. Maximum 3-Phase Fault Current Contribution

What is the maximum 3-phase fault current that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault). _____ Amps

G. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E/Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

⁴ The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

⁵ The total capacity is the PV panel rating times the quantity.

⁶ For all generation equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications.

⁷ The total capacity is the PV panel (or wind turbine) rating times the quantity.

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to NEMVGen@pge.com

H . Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

I . Term of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMV.

J . Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

K. Appendix A, Appendix B and Appendix C

Attached to this agreement are:

- *Appendix A - Designation of NEMV Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation*
- *Appendix B – Owner Affidavit Warranting That NEMV Arrangement Is Sized to Load; and*
- *Appendix C – Generator Interconnection Tie-in Point Documentation*

Owner Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

A copy of this signed agreement should be retained with the "Permission to Operate" letter to confirm project approval.

Appendix A – Designation of NEMV Generating Account and Benefitting Accounts and Their Respective Eligible Energy Credit Allocation

Project Identification Number _____ (for PG&E's use only)

Section 1 Instructions

- a. Complete the section below (this information must match the Owner information on the associated *Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less Serving Multi-Tenant And Multi-Meter Property* for the same NEMV Renewable Electric Generation Facility.

Owner Name	Address	Date

- b. Is this an application to establishing the Annual Eligible Energy Credit Allocation for a new NEMV Arrangement or for a change to the Allocation for an existing NEMV facility, as described in either NEMV Special Condition 2 or 3(g)?

- This application is for an allocation for the initial, new NEMV Arrangement:
 This application is for a reallocation for an existing NEMV Arrangement:

- c. Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEMV. Alternatively, an Applicant may fill out the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to NEMVGen@pge.com. The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements in the NEMV Applicability Section to be Eligible for Schedule NEMV.

Please note for each row:

- **Account Type** – (required) – The Generator Account row should be completed for the pertinent information for each column indicated; the Benefitting Account rows should be complete for the pertinent information for each column indicated. If there are more Benefitting Accounts than will fit on one page please use additional sheets as required and number pages accordingly.
- **Account Address** – (required) -- Provide an address, including unit / apartment number, for all Accounts (for the Generator Account you may use the street address of the building upon which the generator will be installed).
- **Occupant's / Owner's Name** – (required) - For the Generator Account enter the Owner's name; for all Benefitting accounts enter the name of the occupant or PG&E customer name for that location.
- **PG&E Meter Number** – (required) - Enter the PG&E Meter Numbers for the all benefiting accounts.
- **Otherwise Applicable Rate Schedule** – required -- Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for the Generator Account and all Benefitting Accounts.
- **Eligible Allocation Percentage** – (required) -- For each Benefitting Account listed, enter the Eligible Allocation Percentage to two decimal places. The Eligible Energy Allocation Percentage for each Benefitting Account should be established so that the annual kilowatt hours allocated offsets no more than part or all of the customer's own annual electrical requirements. The total of all Benefitting Account Eligible Allocation Percentages in Appendix A for this NEMV Arrangement must equal exactly 100%. If Owner is changing the Eligible Allocation Percentage on an existing NEMV Arrangement, please list all allocations to confirm they add up to 100% and **circle** the changed allocations.
- **Designated Unallocated Credit Account** “system operator/qualified customer” has the option to designate the disposition of unallocated credits to either: the Common Area Account, or one Benefitting Account. In the NEMV tariff this is referred to as the “Default Account.”
- **Appendix A, Section 2 Page Numbers** – In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2, Account List. (Start with Page 1 and do not count the page numbers for this instruction page. Also indicate on one of the pages if the allocation is for a new Arrangement or an existing Arrangement).

If Owner would like billing data from a Benefitting Account in order to verify the credit allocation they need the Benefitting Account customer's consent. To facilitate this process, here is a link to the *Authorization to Receive Customer Information or Act Upon a Customer's Behalf*: www.pge.com/tariffs/tm2/pdf/ELEC_FORMS_79-1095.pdf - (Form 79-1095) that would need to be submitted to PG&E prior to release of the Benefitting Account customer's billing data to the Owner.

Section 2

Account Type	Account Address <i>(required field)</i> (for Generator Account use street address for building with generator account)	Occupant's Name, <i>(Required field)</i> (Generator Accounts should be under the Owner's Name) Please use name listed on PG&E Account bill)	PG&E Meter Number <i>(Required field)</i>	Otherwise Applicable Rate Schedule <i>(Required field)</i>	Eligible Allocation Percentage <i>(required – to 2 decimal places, the sum of all Benefitting Account Allocation must total 100%.</i> For changes to Existing NEMV Arrangements, list all percentages but circle all changed percentages)	Designated Unallocated Credit Account <i>(optional – check one Common Area or Benefitting Account to receive unallocated credits)</i>
Generator Account						
Benefitting Accounts						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A, Section 2 Page _____ of _____
 Is this a reallocation of an existing NEMV Arrangement? Yes N

Appendix B – Owner Affidavit Warranting That NEMV Arrangement Is Sized to Load

Project Identification Number _____
(for PG&E's use only)

Address of Generator _____

In accordance with Schedule NEMV, I, Owner warrant that:

- 1) the Generator Account associated with this NEMV agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts in this NEMV Arrangement, and
- 2) the Eligible Allocation Percentage established for each Benefitting Account in Appendix A is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____

Appendix C – Generator Interconnection Point Documentation

[PG&E to attach current copy or web link providing PG&E's standards and requirements for Virtual Net Metering and PG&E GIS contact information when sending this form to Applicant].

Applicant attaches the following Documentation:

- the single line diagram to illustrate connection with the selected option provided in the Metering Standard
- the switchgear, switchboard, or main panel cut-sheets/shop drawings detailing the bussing, any modifications, clearances, and proposed point of interconnection. The proposal must include a signed PE stamp and modifications must be certified by the manufacturer or a qualified third party
- pictures of the point of interconnection (see safety "Note" below).
- the meter socket cut-sheets of the net generation output meter socket
- additional material as specified by PG&E

Note: If after review of a customer's NEMV application PG&E determines a site assessment is needed, then PG&E may conduct a site assessment. Owners are reminded that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.



Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less

Please note: This agreement does not constitute an application for rebate and/or incentive programs. For more information on these programs, please visit the program website at the links provided below.

- California Solar Initiative (CSI): www.pge.com/csi
- Self-Generation Incentive Program (SGIP): www.pge.com/sgip

Project Identification Number _____ (for PG&E's use only)

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

This *Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility* (Agreement) applies to electric Rate Schedule NEM2V—*Virtual Net Energy Metering Service* for a multi-tenant or multi-meter Eligible NEM2V installation on a single Premises, as defined in Electric Rule 1 for the Owner or designated agent of the Owner (Owner) who interconnects a single solar photovoltaic and/or wind generating facility sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2V) of the past year (Renewable Electric Generation Facility) that is on a single Premises, as defined in Electric Rule 1¹ with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEM2V, that meets all the applicability requirements in Schedule NEM2V, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

The purpose of this Agreement is to allow the Owner to interconnect the Renewable Electric Generation Facility with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2V. Owner has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Electric System, primarily to offset part or all of the NEM2V Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service on a as listed in Appendix A. Owner shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Note: If this application is for a Renewable Electric Generation Facility with a generator type that is other than solar (PV) and wind covered in Schedule NEM2V, please use Application "*Rule 21 Generator Interconnection Application*" (Form 79-1174-02).

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E to initiate PG&E's interconnection review of the proposed Generating Facility.

¹ From Electric Rule 2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served..



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C. Description of Service (This Agreement is being filed for, check all that apply):

- A New NEM2V Renewable Electric Generation Facility interconnection (at an existing service).
- For Physical/Electrical Changes to an interconnected NEM2V Renewable Electric Generation Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- A New NEM2V interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- A Reallocation of Eligible Energy Generation Credits under NEM2V for an Existing Renewable Electric Generation Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEM2V accounts.

Special Condition 6 of Schedule NEM2V requires that any Customer with an existing generating facility and meter who enters into a new NEM2V agreement shall complete and submit a copy of Form 79-1125 *NEM / NEMV / NEMVMASH Inspection Report* to PG&E, unless the electrical generating facility and meter have been installed and/or inspected within the previous three years.

D. Owner's Renewable Electric Generation Facility Information - Where will the Generating Facility be installed?

Name shown on Owner's PG&E service account (Must Match Owner's Name on PG&E Energy Bill)			
Street Address			
City	State	Zip	
Mailing Address			
City	State	Zip	
Business Phone	Home Phone	Fax	Email

E. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contractor		Company Name	
Mailing Address			
City	State	Zip	
Business Phone	Fax	Email	
<input type="checkbox"/> This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			



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F. Other Contact Information (This information is optional).

Contact Person		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this agreement.			

By checking the boxes above and signing this agreement, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Renewable Electric Generation Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this agreement is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements that may result in charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the *Authorization to Received Customer Information or Act on a Customer's Behalf (Form 79-1095)*, which may be found at:

www.pge.com/includes/docs/pdfs/shared/newgenerator/solarwindgenerators/standardenet/customer_behalf_app.pdf

In addition, Owner authorizes PG&E to release to the California Energy Commission (CEC) information regarding Owner's facility, including Owner's name and Renewable Electric Generation Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

Part II – Selecting the Study Process

Please check one:

- Fast Track Process
- Detailed Study (not typical)
 - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

In submitting this document, I the Owner, understand and agree to the following terms and conditions:

Permission to Interconnect

Owner must not operate their Renewable Electric Generation Facility in parallel with PG&E's Electric System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Owner may be liable.

Safe Operation of the Renewable Electric Generation Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that either (a) the Owner's Facility, or its operation, may endanger PG&E personnel, or (b) the continued operation of the Owner's Facility may endanger the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Owner's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEM2V Owner's Renewable Electric Generation Facility. **Please contact Electric Generation Interconnection by email nemvgen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.**

Meter Access

Owner's generator output meter and the AC disconnect switch must be installed in a safe, PG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter and AC disconnect switch access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Owner or Multifamily residents, including pet dogs, should not have access to these areas to avoid hindering PG&E service personnel, preventing them from completing their work. Customers who currently have generator meters inaccessible from the outside of the building and who choose to place their generator AC disconnect switch near their meter, must place the required generator AC disconnect switch in a location readily accessible to PG&E in order to participate in this program. Should future access problems arise, PG&E reserves the right to terminate service, in accordance with its filed tariffs.

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar ~~inverter~~-inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions: ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Owner has submitted the interconnection application prior to September 9, 2017,
- (c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or
- (d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Owner replacing an "existing inverter" certifies it is being replaced with either:

² A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Document and Fee Requirements

Other Documents and/or Fees *may* be required and there may be requirements for interconnection in addition to the above list, depending on the specifics of the planned Renewable Electric Generation Facility. Other approvals and/or other agreements may be needed for special PG&E programs or regulatory agency requirements.

Stale Agreements

If this agreement is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEM2V.

CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

Interconnection Fees

Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

A. Agreement Package:

These documents are needed to ensure safe and reliable operation of PG&E's Electric System and to confirm that Owner's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request emailing nemvgen@pge.com, or visiting PG&E's website at www.pge.com/gen. **Owners should not delay sending any part of the agreement package to PG&E.** As PG&E receives the documentation described in Sections (1) through (7) below, PG&E will begin to process the application.

Required Documents for New Applicants:

1. A completed copy of this **Agreement, including completed Appendices A, B and C**. **Please note:** the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Agreement, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Benefitting accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Benefitting accounts will be defaulted to Rate Schedule E-1, for residential accounts, A1 for general service accounts (unless required to be on a mandatory rate schedule such a E19 or E20), and AG-1 for agricultural rates when establishing how Owner's Benefitting Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.
2. A **single-line diagram** showing Owner's actual installation of his/her Renewable Electric Generation Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all generators, circuit breakers and other protective devices of the Renewable Electric Generation Facility, the general location of the Owner's loads relative to the Renewable Electric Generation Facility, and the interconnection with PG&E's Electric System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.
PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEM2V Eligible Renewable Electric Generation Facility and utility's Electric System.



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- b. A description of the specific **inverter(s)** used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified inverters³ will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment Owner plans to install**. The description must include the photovoltaic panel or wind turbine manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote 1 below).
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEM2V customers may be able to combine the generator output meter with an incentive meter. See Schedule NEM2V for details and the cost.
3. **Site Diagram** – The site diagram must show the building or buildings on a single Premises that will be included as part of the NEM2V Arrangement that is located on a single Premises and satisfies the requirements in the Applicability Section of NEM2V, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.
4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEM2V Generating Facility location:
- Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a Renewable Electric Generation Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.
- To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.
 - I **have** insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEM2V Generating Facility location.
 Insuring Company's Name: _____
 Insurance Policy # _____
 - I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEM2V Generating Facility location.
5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's agreement package will not be complete until PG&E receives this document.**

³ The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html



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- 6. Schedule NEM2V may include charges where applicable, including but not limited to that in Special Conditions: 1 (metering), 2 (one-time set-up or modification charges) and/or 3 (demand credit set-up charges).
- 7. **Appendix C Site Assessment Documentation** as described in the cover sheet for Appendix C.

Internet Agreement Forms

If this Agreement has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be emailed (with all aforementioned documents scanned and included as attachments) to PG&E at the address noted in Part V Section G, "Notices".

Part IV – General Facility

A. Expected **date** of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?

Date: _____

B. Are there any other generators interconnected on this account?

Yes

If yes, specify what kind of generator _____

No



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C. Are there any possible generator meter access issues?

Yes If yes, check all that apply:

<input type="checkbox"/> Locked Room/Gate	<input type="checkbox"/> Meter located inside of facility/residence
<input type="checkbox"/> Unrestrained animal at meter or AC disconnect switch location	<input type="checkbox"/> Other (Please explain) _____

No

D. Are any of your accounts on a Demand Response program?

Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Qualified Customers will be based on the Qualified Customer's metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) should also exclude from consideration any impacts of NEM2V generation.

Yes If yes, what program are you on? _____

No.

E. Generator Interconnection Tie-in Point – Does your interconnection satisfy PG&E's Meter Standards (Appendix C of this Agreement)?

Yes

No. Reason: _____

If after review of a customer's NEM2V application PG&E determines a site assessment is essential, then PG&E may conduct a site assessment. Please note that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

F. Are you planning to meet the requirements specified in the PG&E Greenbook (current reference is "VNEM Installation Requirements", Utility Bulletin TD6999B-005, 02/06/2012)?

Yes

No. Reason: _____

G. Where are you planning to tie in? Can you provide Switchgear cutsheets, detailing the proposed point of connection and bussing modification / clearances, cutsheets of the NGOM socket, to clearly identify proposed tie-in point?

Location: _____

H. Is the currently proposed tie-in point a result of restrictions placed on altering the existing panel or equipment within, as imposed by the local authority having jurisdiction?

Yes - What restriction? _____

No.

I. Have you confirmed the Ampere Interrupting capacity (AIC) rating of the existing panel?

Yes

No. Reason: _____

J. Is the account located within a PG&E secondary "network" system?

(Note: PG&E does not allow exporting generators to connect to secondary network systems. Portions of San Francisco and Oakland, where PG&E has a network grid. Customers seeking generator interconnections in San Francisco and Oakland must contact PG&E before beginning any work. See Section II above for more details.)

Yes.

No.



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K. Are there existing PG&E gas or other utility's facilities in the vicinity of the proposed point of interconnection? (Note: Minimum clearances must be maintained from PG&E facilities, as specified in PG&E's Greenbook)

- Yes - Describe:
No.

L. Are you going to require PG&E to arrange to de-energize the service panel for you to safely connect the generator to the service panel?

(Note: that the de-energizing process may be as simple as a PG&E Troublemaker opening a switch, or as involved as a PG&E crew performing switching, and rearrangement of service wires, and coordinating with neighboring customers that might be impacted by this de-energizing project. PG&E requires ten (10) business days advance notice prior to performing such a request.)

- Yes - Describe:
No.

M. Can this de-energizing of the service panel be done during normal business hours?

- Yes
No. If not, what time of the week and time of the day do you request this service disconnection to occur?

Mon Tues Wed Thu Fri Sat Sun
(circle day of week) : AM / PM
(enter time & circle AM or PM)

Note- the time of de-energizing the service panel will also depend on whether other customers are impacted and their input to the process.

N. What is the duration of the service disconnection requested?

Duration

O. Do you need PG&E personnel to stand by while you perform your work?

- Yes
No

P. Will you need to obtain clearance from the local authority having jurisdiction prior to PG&E re-energizing the service panel?

(Note: Some cities/counties require that they have inspected the panel prior to reenergizing. You will need to provide proof of the local authority that your work will not require such approval, or be prepared to provide that to PG&E prior to PG&E re-energizing the panel).

- Yes
No

Part V - Description of the Generating Facilities Use additional sheets, if necessary.

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches).

List the AC disconnect switch that will be used at this Generating Facility.

Table with 3 columns: Disconnect Switch Manufacturer, Disconnect Switch Model Number, Disconnect Switch Rating (amps)

B. Inverters interconnected with PG&E

List all the inverters that will be interconnected to PG&E.

Owners with non-standard inverters which do not meet the UL and IEEE requirements specified in Electric Rule 21, or Owners whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section as described in Electric Rule 21 (Section G.1.m) require a **Supplemental Review** which may entail a study, additional equipment, and/or other requirements.

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ⁴ kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1						
2						

C. Photovoltaic Generator Equipment

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above. (Please attach additional sheets if more space is needed).

No.	PV Panel Manufacturer	PV Panel Model	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁵ (kW)	Inverter number from (B.) above (1 or 2)
1						
2						

D. Wind Turbine Equipment (if applicable)

List the wind turbine information requested below. If there is more than one wind turbine of the same type, list the total capacity connected to each inverter you listed in B) above. Write NONE if the inverter is incorporated in the wind turbine and no inverter is required.

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Nameplate Rating kW (per unit) ⁶	Wind Turbine CEC Rating (kW) per unit	Quantity of Wind Turbines	Total Capacity (kW) ⁷	Turbine Output Voltage	Single or Three Phase	Inverter number from (B) above (1 or 2)
1									

E. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

F. Maximum 3-Phase Fault Current Contribution

⁴ The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

⁵ The total capacity is the PV panel rating times the quantity.

⁶ For all generation equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications.

⁷ The total capacity is the PV panel (or wind turbine) rating times the quantity.



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What is the maximum 3-phase fault current that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault). _____ Amps

G. Notices - Mailing Instructions and Assistance:

When this agreement has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E/Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to NEMVGen@pge.com

H . Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

I . Term of Agreement

After receipt of all applicable fees, required documents, and this completed Agreement, this Agreement shall become effective on the date of PG&E issues the permission to operate letter. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEM2V.



J . Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

K . Warranties or Service Agreements

Customer-Generator certifies as a part of this interconnection request for NEM2 that (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

L. Appendix A, Appendix B and Appendix C

Attached to this agreement are:

- *Appendix A - Designation of NEM2V Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation*
- *Appendix B – Owner Affidavit Warranting That NEM2V Arrangement Is Sized to Load; and*
- *Appendix C – Generator Interconnection Tie-in Point Documentation*

Owner Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

A copy of this signed agreement should be retained with the "Permission to Operate" letter to confirm project approval.



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Appendix A – Designation of NEM2V Generating Account and Benefitting Accounts and Their Respective Eligible Energy Credit Allocation

Project Identification Number _____ (for PG&E’s use only)

Section 1 Instructions

- a. Complete the section below (this information must match the Owner information on the associated *Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less Serving Multi-Tenant And Multi-Meter Property* for the same NEM2V Renewable Electric Generation Facility.

Owner Name	Address	Date

- b. Is this an application to establishing the Annual Eligible Energy Credit Allocation for a new NEM2V Arrangement or for a change to the Allocation for an existing NEM2V facility, as described in either NEM2V Special Condition 2 or 3(g)?
 - This application is for an allocation for the initial, new NEM2V Arrangement:
 - This application is for a reallocation for an existing NEM2V Arrangement:
- c. Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEM2V. Alternatively, an Applicant may fill out the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to NEMVGen@pge.com. The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable single Premises requirements in the NEM2V Applicability Section to be Eligible for Schedule NEM2V.

Please note for each row:

- **Account Type** – (required) – The Generator Account row should be completed for the pertinent information for each column indicated; the Benefitting Account rows should be complete for the pertinent information for each column indicated. If there are more Benefitting Accounts than will fit on one page please use additional sheets as required and number pages accordingly.
- **Account Address** – (required) -- Provide an address, including unit / apartment number, for all Accounts (for the Generator Account you may use the street address of the building upon which the generator will be installed).
- **Occupant’s / Owner’s Name** – (required) - For the Generator Account enter the Owner’s name; for all Benefitting accounts enter the name of the occupant or PG&E customer name for that location.
- **PG&E Meter Number** – (required) - Enter the PG&E Meter Numbers for the all benefiting accounts.
- **Otherwise Applicable Rate Schedule** – required -- Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for the Generator Account and all Benefitting Accounts.
- **Eligible Allocation Percentage** – (required) -- For each Benefitting Account listed, enter the Eligible Allocation Percentage to two decimal places. The Eligible Energy Allocation Percentage for each Benefitting Account should be established so that the annual kilowatt hours allocated offsets no more than part or all of the customer’s own annual electrical requirements. The total of all Benefitting Account Eligible Allocation Percentages in Appendix A for this NEM2V Arrangement must equal exactly 100%. If Owner is changing the Eligible Allocation Percentage on an existing NEM2V Arrangement, please list all allocations to confirm they add up to 100% and **circle** the changed allocations.
- **Designated Unallocated Credit Account** “system operator/qualified customer” has the option to designate the disposition of unallocated credits to either: the Common Area Account, or one Benefitting Account. In the NEM2V tariff this is referred to as the “Default Account.”
- **Appendix A, Section 2 Page Numbers** – In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2, Account List. (Start with Page 1 and do not count the page numbers for this instruction page. Also indicate on one of the pages if the allocation is for a new Arrangement or an existing Arrangement).

If Owner would like billing data from a Benefitting Account in order to verify the credit allocation they need the Benefitting Account customer's consent. To facilitate this process, here is a link to the *Authorization to Receive Customer Information or Act Upon a Customer's Behalf*: www.pge.com/tariffs/tm2/pdf/ELEC_FORMS_79-1095.pdf - (Form 79-1095) that would need to be submitted to PG&E prior to release of the Benefitting Account customer's billing data to the Owner.



NEM2V

Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less

Section 2

Account Type	Account Address <i>(required field)</i> (for Generator Account use street address for building with generator account)	Occupant's Name, <i>(Required field)</i> (Generator Accounts <i>should be under the Owner's Name</i>) Please use name listed on PG&E Account bill)	PG&E Meter Number <i>(Required field)</i>	Otherwise Applicable Rate Schedule <i>(Required field)</i>	Eligible Allocation Percentage <i>(required – to 2 decimal places, the sum of all Benefitting Account Allocation must total 100%. For changes to Existing NEM2V Arrangements, list all percentages but circle all changed percentages)</i>	Designated Unallocated Credit Account <i>(optional – check one Common Area or Benefitting Account to receive unallocated credits)</i>
Generator Account						
Benefitting Accounts						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A, Section 2 Page _____ of _____
 Is this a reallocation of an existing NEM2V Arrangement? Yes N

Please complete this agreement in its entirety



NEM2V

Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less

Appendix B – Owner Affidavit Warranting That NEM2V Arrangement Is Sized to Load

Project Identification Number _____
(for PG&E's use only)

Address of Generator _____

In accordance with Schedule NEM2V, I, Owner warrant that:

- 1) the Generator Account associated with this NEM2V agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts in this NEM2V Arrangement, and
- 2) the Eligible Allocation Percentage established for each Benefitting Account in Appendix A is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____



Appendix C – Generator Interconnection Point Documentation

[PG&E to attach current copy or web link providing PG&E's standards and requirements for Virtual Net Metering and PG&E EGI contact information when sending this form to Applicant].

Applicant attaches the following Documentation:

- the single line diagram to illustrate connection with the selected option provided in the Metering Standard
- the switchgear, switchboard, or main panel cut-sheets/shop drawings detailing the bussing, any modifications, clearances, and proposed point of interconnection. The proposal must include a signed PE stamp and modifications must be certified by the manufacturer or a qualified third party
- pictures of the point of interconnection (see safety "Note" below).
- the meter socket cut-sheets of the net generation output meter socket
- additional material as specified by PG&E

Note: If after review of a customer's NEM2V application PG&E determines a site assessment is needed, then PG&E may conduct a site assessment. Owners are reminded that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.



*Pacific Gas and
Electric Company*®

**RULE 21 GENERATOR
INTERCONNECTION AGREEMENT FOR
EXPORTING GENERATING FACILITIES
INTERCONNECTING UNDER THE FAST
TRACK PROCESS**

PG&E

Interconnection Agreement

For an Existing Small Generating Facility

Interconnecting to the Distribution System

Under Rule 21



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

PG&E Interconnection Agreement for an Existing Small Generating Facility Connecting to the Distribution System, Under Rule 21

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RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

PG&E Interconnection Agreement for an Existing Small Generating Facility Connecting to the Distribution System, Under Rule 21

This Interconnection Agreement ("Agreement" or "Interconnection Agreement For An Existing Small Generating Facility") is made and entered into this ___ day of ___, by PACIFIC GAS AND ELECTRIC COMPANY ("Distribution Provider"), and ___ ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Distribution Provider Information

[Contact Information to be supplied]

Interconnection Customer Information

[Contact Information to be supplied]

Interconnection Customer Application No:

PG&E Log ID _____ Queue# _____ -RD

WHEREAS, the effective date of the Qualifying Facility and Combined Heat and Power Program Settlement Agreement ("QF Settlement") is expected to be November 23, 2011;

WHEREAS, Interconnection Customer has a net capacity of 20 MW or less and is already interconnected to the Distribution System ("Existing Small Generating Facility");

WHEREAS, Interconnection Customer is a Qualifying Facility ("QF") selling all of its exports to the grid to the Distribution Provider under a power purchase agreement



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(“PPA”) entered into pursuant to the Public Utility Regulatory Policies Act of 1978 (“PURPA”);

WHEREAS, the Parties’ existing PURPA PPA will terminate and be replaced with another PURPA PPA; and

WHEREAS, the Parties’ existing interconnection agreement will be extinguished with the termination of the existing PURPA PPA and the Parties desire to replace it with this Agreement;

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1. Applicability

This Agreement shall be used for the Interconnection of an Existing Small Generating Facility that has a net capacity of 20 MW or less, and is already interconnected to the Distribution System as a QF selling all of its exports to the grid to the Distribution Provider under a PURPA PPA that will expire on _____ (date) and thereafter will be replaced with another PURPA PPA with the Distribution Provider.

1.2. Purpose

This Agreement incorporates in its entirety the Distribution Provider’s California Public Utilities Commission (“CPUC”) approved Electric Rule 21 (“Rule 21”), subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer’s Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider’s Distribution System. In the event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3. No Agreement to Purchase or Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer’s power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.



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1.4. Limitations

Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5. Responsibilities of the Parties

1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System and Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.

1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider or any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.

1.5.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective



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sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Distribution and Transmission Systems, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6. The Distribution Provider shall coordinate with all Affected Systems to support the interconnection.

1.5.7. The Interconnection Customer shall maintain QF status during the term of this Agreement.

1.6. Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution Systems and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7. Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Nothing in this provision replaces or alters the metering requirements in the Interconnection Customer's PPA.

1.8. Reactive Power

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and Small Generating Facility shall be capable of operating within a power factor range from 0.9 leading to 0.9 lagging unless the Distribution Provider has established different



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requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

1.9. Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

1.10 Smart Inverters

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer's inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar i) Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions: ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~



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- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. A—Interconnection Customer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1. Equipment Testing and Inspection

2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Interconnection Customer final inspection clearance from the governmental authority having jurisdiction over the generating system



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than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.

2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2. Authorization Required Prior to Parallel Operation

2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3. Right of Access

2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility



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(including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five Business Days prior to conducting any on-site verification testing of the Generating Facility.

- 2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3. Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1. Effective Date

This Agreement shall become effective upon execution by the Parties or the termination of Interconnection Customer's existing interconnection agreement.

3.2. Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of _____ from the Effective Date or such other longer period as Parties may agree and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3. Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1. The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider 20 Business Days written notice.

3.3.2. Either Party may terminate this Agreement after Default pursuant to article 7.6. In addition, the Distribution Provider may terminate this Agreement if



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Interconnection Customer fails to maintain its QF status for the term of this Agreement or upon termination of Interconnection Customer's PURPA PPA.

3.3.2.1. Interconnection Customer is responsible for maintaining its QF status and must notify Distribution Provider sixty (60) days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the California Independent System Operator Corporation ("CAISO"), including penalties incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.

3.3.3. Upon termination of this Agreement, the Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

3.3.4. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5. This provisions of this article shall survive termination or expiration of this Agreement.

3.3.6. If the Generating Facility no longer falls within the scope and description provided in Section 1.1 of this Agreement, this Agreement is terminated.

3.4. Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1. Emergency Conditions - "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected Systems; or (3) that, in the case



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of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2. Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3. Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4. Adverse Operating Effects



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The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may disconnect the Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5. Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6. Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the



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purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

4.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2. Network Upgrades

The Distribution Provider or the Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne initially by the Interconnection Customer.

5.3. (Intentionally Omitted).



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5.4. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility..

Article 6. Billing, Payment, Milestones, and Financial Security

6.1. Billing and Payment Procedures and Final Accounting

6.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.2. Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than an Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

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**Article 7. Assignment, Liability, Indemnity, Uncontrollable Force,
Consequential Damages, and Default**

7.1. Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

- 7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;
- 7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.
- 7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2. Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3. Indemnity

- 7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under



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this provision is exempt from the general limitations on liability found in article 7.2.

- 7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4. Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party



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may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. Uncontrollable Force

7.5.1. As used in this article, an Uncontrollable Force shall mean “any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.”

7.5.2. If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event (“Affected Party”) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6. Default

7.6.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party



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shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

- 7.6.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1. 8.1 General Liability and Additional Insurance

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider's commercial practice. Such



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insurance or self-insurance shall not exclude coverage for the Distribution Provider's liabilities undertaken pursuant to this Agreement.

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1. Definition of Confidential Information

Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2. Treatment of Confidential Information

Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1. Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2. Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

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Article 10. Disputes

10.1. Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 11. Taxes

11.1. Applicable Tax Laws and Regulations

The Parties agree to follow all applicable tax laws and regulations, consistent with Internal Revenue Service requirements.

11.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.



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12.3. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4. Waiver

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5. Entire Agreement

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.



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12.7. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9. Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this



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Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12. CPUC Modifications

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

12.13. Review of Records and Data

12.13.1. Distribution Provider shall have the right to review and obtain copies of Interconnection Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.

12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission ("CEC"), the CAISO and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested



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from time to time pursuant to the CEC's, CAISO's or CPUC's rules and regulations.

Article 13. Notices

13.1. General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

[Contact Information to be supplied]

If to the Distribution Provider:

[Contact Information to be supplied]

13.2. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:

[Contact Information to be supplied]



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Distribution Provider:

[Contact Information to be supplied]

13.3. Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

[Contact Information to be supplied]

If to the Distribution Provider:

[Contact Information to be supplied]

13.4. Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.



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Interconnection Customer's Operating Representative:

[Contact Information to be supplied]

Distribution Provider's Operating Representative:

[Contact Information to be supplied]

13.5. Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

(Interconnection Company Name)

(Distribution Provider Company Name)

(Signature)

(SIGNATURE)

(Print Name)

(PRINT NAME)

(Title)

(TITLE)



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(Date)

(DATE)



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Attachment 1

Attachment 1

Glossary of Terms

Affected System – An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding Federal Holidays.

Contact Information – Contact Information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

Default – The failure of a breaching Party to cure its Breach under the Interconnection Agreement For An Existing Small Generating Facility.

Distribution Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Interconnection Agreement For An Existing Small Generating Facility to the extent necessary.

Distribution Provider – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution System – Those non- California Independent System Operator Corporation (“CAISO”) transmission and distribution facilities owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.



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Attachment 1

Distribution Upgrades – The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

Generating Facility – The Interconnection Customer's device for the production of electricity identified in Attachment 2 of the Interconnection Agreement For An Existing Small Generating Facility, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer – Any entity, including the Distribution Provider, the Distribution Owner or any of the affiliates or subsidiaries of either, that interconnected its Generating Facility with the Distribution Provider's Distribution System. The definition of "Interconnection Customer" in this Agreement is intended to be identical to and used interchangeably with the definition of "Producer" in Rule 21.

Interconnection Facilities – The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.



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Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.

Network Upgrades – Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Interconnection Agreement For An Existing Small Generating Facility.

Party or Parties – The Distribution Provider, Distribution Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement For An Existing Small Generating Facility, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Transmission System – Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

Upgrades – The required additions and modifications to the Distribution Provider's Distribution System and Transmission System, at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.



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Attachment 2

Attachment 2

**Description of the Generating Facility,
Interconnection Facilities, Metering Equipment and
Distribution System Upgrades**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.



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Attachment 3

Attachment 3

**Description Of Generating Facility
And Single-Line Diagram,
(Provided by Producer)**



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Attachment 4

Attachment 4

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

Table with 4 columns: Milestone, Date, Responsible Parties. Multiple empty rows for data entry.

Agreed to by:

For the Distribution Provider:

_____ Date _____

For the Transmission Owner (if applicable):

_____ Date _____

For the Interconnection Customer:

_____ Date _____



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Attachment 5

Attachment 5

**Additional Operating Requirements for the
Distribution Provider's Distribution System, and
Affected Systems Needed to Support the
Interconnection Customer's Needs**

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer for parallel operation with the Distribution Provider's Distribution System.



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Attachment 6**

Attachment 6

**Distribution Provider's Description of its Upgrades
and Cost Responsibility**

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related. Alternatively, Attachments 2 and 6 can be combined in order to accommodate incorporation of the Interconnection Customer's existing agreement (i.e., Special Facilities Agreement or SFA) for the financing and ownership of facilities for this interconnection.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

This *Interconnection Agreement for Net Energy Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM (if this is a NEM Solar or Wind Generating Facility, please use form 79-978) (Generating Facility) in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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 account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

- 2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.
- 2.6 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.
- 2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.
- 2.9 The expected annual energy production of the Generating Facility is _____ kWh.

2.10 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~ meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

² A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments, (continued next page)
2. A completed signed Interconnection Agreement,
3. Evidence of the Customer Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of *PG&E’s Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).
- Appendix C Schedule NEM / NEMV Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.
- Appendix D NEM Load Aggregation Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator’s otherwise-applicable rate schedule, available at PG&E’s website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E’s Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company’s electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

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.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (Between 30 kW and 1000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

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.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

- 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 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

- 9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

- 9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327



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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.



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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.



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18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Customer-Generator's Name

Authorized by (Print)

Signature

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Print)

Signature

Title

Date



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APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)



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APPENDIX B
(If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or
Allocation of Special Facilities (Forms 79-255, 79-280, 79-702)
or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



**INTERCONNECTION AGREEMENT FOR NET
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Appendix C

**SCHEDULE NEM CUSTOMER-GENERATOR WARRANTY THAT IT
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL
GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM or NEMV interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	

NEM / NEMV Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an "Eligible Customer-Generator" and its Generating Facility.
- (2) (a) meets the requirements of an "Renewable Electrical Generation Facility", as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.³ (Eligibility Requirements).

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

- If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

³ The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>



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If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

- Eligible Customer-Generator warrants that the Renewable Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM or NEMV, Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____



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Date: _____



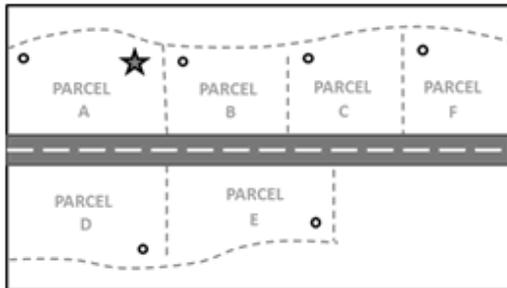
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

Appendix D NEM LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In accordance with Schedule NEM, I, Customer-Generator represent and warrant under penalty of perjury that:

- 1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and
- 2) Each of the aggregated account meters associated with this NEM generator account are located either:
 - (i) on the property where the renewable electrical generation facility is located, or
 - (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

- 3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and
- 4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and
- 5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title



INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND

This INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND (Agreement) ¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM2 (if this is a NEM Solar or Wind Generating Facility less than 1,000 kWh, please use form 79-978) (Generating Facility) in parallel with PG&E’s Electric System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator’s Generating Facility. Customer-Generator’s Generating Facility is intended primarily to offset part or all of the Customer-Generator’s own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E’s electric rate Schedule NEM2 (NEM2), 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 Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator’s electric service agreement ID number: _____ (Assigned by PG&E).

¹ Additional forms are available on PG&E’s website at <http://www.pge.com/gen>.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.

2.6 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.

2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.

2.9 The expected annual energy production of the Generating Facility is _____ kWh.

2.10 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions: has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,

(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

² A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments, (continued next page)

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of *PG&E’s Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).
- Appendix C Schedule NEM2 / NEM2V Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.
- Appendix D NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator’s otherwise-applicable rate schedule, available at PG&E’s website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E’s Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company’s electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.

5. TERM AND TERMINATION

- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

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- 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 account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as 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

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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* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND* (Form 79-1137-02); 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 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Applicant certifies as a part of each interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric 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. LIMITATION OF LIABILITY

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Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

- 9.1 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.
- 9.2 Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.
- 9.3 The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.4 PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

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.
- 9.5 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.



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9.6 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. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

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.

9.7 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:(_____) _____

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- 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. DISPUTES

15.1 Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

16. REVIEW OF RECORDS AND DATA

16.1 Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

16.2 Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds



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17. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 17.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 17.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 17.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 17.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

18. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

19. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

20. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

<i>(Customer-Generator's Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>

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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

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APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of
Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to
Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



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Appendix C

**SCHEDULE NEM2 CUSTOMER-GENERATOR WARRANTY THAT IT
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL
GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 or NEM2V interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	

NEM2 / NEM2V Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an “Eligible Customer-Generator” and its Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.³ (Eligibility Requirements).

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.

If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

³ The RPS Guidebooks can be found at: <http://www.energy.ca.gov/renewables/documents/index.html#rps>



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Eligible Customer-Generator warrants that the Renewable Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 or NEM2V, Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

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Appendix D NEM2 LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

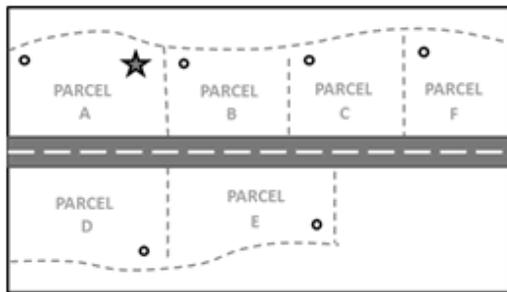
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



★ = RENEWABLE ELECTRICAL GENERATING FACILITY
 ○ = METER
 □ = ELIGIBLE

For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there

is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Type/Print Name

Title



Interconnection Application for a Renewable Electrical Generation Facility of 1 Megawatt or Less



Please note: This Application does not constitute an application for rebate and/or incentive programs. For more information on these programs, please visit the program website at the links provided below.

- California Solar Initiative (CSI): www.pge.com/csi
- Self-Generation Incentive Program (SGIP): www.pge.com/sgip

Project Identification Number _____ (for PG&E's use only)

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

This *NEMV Interconnection Application for a Renewable Electrical Generation Facility of 1 Megawatt or Less* (Application) applies to electric rate schedule *NEMV—Virtual Net Energy Metering For A Multi-Tenant Or Multi-Meter Property Served At The Same Service Delivery Point* for the Owner or designated agent of the Owner (Owner) who interconnects a Renewable Electrical Generation Facility sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEMV) of the past year but with a maximum total size of no larger than one megawatt or 1,000 kilowatts (Renewable Electric Generation Facility) that is located at a Single Delivery Point¹ with other individually metered PG&E Benefitting Accounts the will be allocated the benefits of the Renewable Electric Generation Facility as described in NEMV, that meets all the applicability requirements in Schedule NEMV, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Distribution System.

The purpose of this Application is to allow the Owner to apply for the interconnect the Renewable Electric Generation Facility with PG&E's Distribution System, subject to the provisions of this Application and PG&E's rate schedule NEMV. Owner has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Distribution System, primarily to offset part or all of the NEMV Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service delivery point as listed in Appendix A. Owner shall comply at all times with this Application as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Note: If this application is for a Renewable Electric Generation Facility with a generator type that is solar (PV) and/or wind, please use Application form 79-1131.

B. Guidelines and Steps for Interconnection

This Application and Agreement must be completed and sent to PG&E along with a completed Supplemental Data Collection Form for Net Energy Metered Generating Facilities to initiate PG&E's interconnection review of the proposed Generating Facility.

C. NEM Transition

Customers receiving service on the current NEMV tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedules NEM and NEMV at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf and http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEMV.pdf for more details.

¹ Customer-owned line extensions that deliver power to other meters on the same property are not considered separate Service Delivery Points.

Please complete this agreement in its entirety

D. Description of Service (this Application is being filed for, check all that apply):

- A New NEMV Renewable Electric Generation Facility interconnection (at an existing service).
- For Physical/Electrical Changes to an interconnected NEMV Renewable Electric Generation Facility with previous approval by PG&E (adding PV panels, changing inverters, or changing load and/or operations).
- A New NEMV interconnection in conjunction with a new service. An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with PG&E Electric Rules 15 and 16). Please contact PG&E at 1-800-PGE-5000 (or 1-800-743-5000).
- A Reallocation of Eligible Energy Generation Credits under NEMV for an Existing Renewable Electric Generation Facility (see Appendix A). For a reallocation, Owner only needs to fill out Part I, sign Part IV, and complete Appendix A with the reallocation for the NEMV accounts.

Special Condition 6 of Schedule NEMV requires that any Customer with an existing generating facility and meter who enters into a new NEMV Agreement (Form 79-1137) shall complete and submit a copy of form 79-1125 *NEM / NEMV / NEMVMASH Inspection Report* to PG&E, unless the electrical generating facility and meter have been installed and/or inspected within the previous three years.

E. Owner's Renewable Electric Generation Facility Information - Where will the Generating Facility be installed?

Name shown on Owner's PG&E service account (Must Match Owner's Name on PG&E Energy Bill)			
Street Address			
City	State	Zip	
Mailing Address			
City	State	Zip	
Business Phone	Home Phone	Fax	Email

F. Contractor Information (Must be completed even if Contractor will not serve as a PG&E contact).

Contractor	Company Name		
Mailing Address			
City	State	Zip	
Business Phone	Fax	Email	
<input type="checkbox"/> This contractor is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this Application.			

G. Other Contact Information (This information is optional).

Contact Person		Company Name	
Mailing Address			
City		State	Zip
Business Phone	Fax	Email	
<input type="checkbox"/> This contact person is to be used as PG&E contact and is authorized by Owner to receive confidential Owner information and act on behalf of Owner with respect to this Application.			

By checking the boxes above and signing this Application, Owner authorizes PG&E to release information to the contact(s) named above regarding Owner's usage and billing information, Renewable Electric Generation Facility location, size and operational characteristics as requested in the course of this interconnection process. PG&E is granted permission to share information with authorized recipients for a period of **two years** from the date this Application is received by PG&E. Contact(s) are also authorized to make changes to rates and metering arrangements that may result in charges to Owner. Should Owner wish to select a different authorization period, Owner may utilize the "Authorization to Received Customer Information or Act on a Customer's Behalf", which may be found at:

www.pge.com/includes/docs/pdfs/shared/newgenerator/solarwindgenerators/standardenet/customer_behalf_app.pdf

In addition, Owner authorizes PG&E to release to the California Energy Commission (CEC) information regarding Owner's facility, including Owner's name and Renewable Electric Generation Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

Part II – Selecting the Study Process

Please check one:

- Fast Track Process
- Detailed Study (not typical)
 - Will be either an Independent Study Process, Distribution Group Study Process or Transmission Cluster Study Process, dependent upon the Electrical Independence Tests.

Part III – Requirements for Interconnection

In submitting this document, I the Owner, understand and agree to the following terms and conditions:

Permission to Interconnect

Owner must not operate their Renewable Electric Generation Facility in parallel with PG&E's Distribution System until they receive written authorization for Parallel Operation from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Owner may be liable.

Safe Operation of the Renewable Electric Generation Facility

Notwithstanding any other provision of this Application, if at any time PG&E determines that either (a) the Owner's Facility, or its operation, may endanger PG&E personnel, or (b) the continued operation of the Owner's Facility may endanger the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Owner's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

Interconnections on PG&E's Secondary Network

Applications to interconnect systems located in San Francisco or Oakland may require additional analysis to determine whether or not their proposed installation is on PG&E's networked secondary system. Networked secondary systems are in place to provide heightened levels of reliability in densely populated areas and may affect the ability of PG&E to interconnect NEMV Owner's Renewable Electric Generation Facility. **Please contact Generation Interconnection Services at 415-972-5676 or email gen@pge.com if your proposed installation is in San Francisco where the zip code is 94102, 94103, 94104, 94105, 94107, 94108, 94109, 94111 or 94133 or in Oakland and where the zip code is 94607 or 94612.**

Please complete this agreement in its entirety

Meter access

Owner's generator output meter and the AC disconnect switch must be installed in a safe, PG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter and AC disconnect switch access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Owner or Multifamily residents, including pet dogs, should not have access to these areas to avoid hindering PG&E service personnel, preventing them from completing their work. Customers who currently have generator meters inaccessible from the outside of the building and who choose to place their generator AC disconnect switch near their meter, must place the required generator AC disconnect switch in a location readily accessible to PG&E in order to participate in this program. Should future access problems arise, PG&E reserves the right to terminate service, in accordance with its filed tariffs.

Smart Inverters

For Owner applications received on or after September 9, 2017, the Owner certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Owner's inverter. Owner further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Owner understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Owner will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar ~~Inverter~~-inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Owner upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions: has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Owner has submitted the interconnection application prior to September 9, 2017,

(c) the Owner provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

(d) the Owner provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. An Owner replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Document and Fee Requirements

Other Documents and/or Fees may be required and there may be requirements for interconnection in addition to the above list, depending on the specifics of the planned Renewable Electric Generation Facility. Other approvals and/or other agreements may be needed for special PG&E programs or regulatory agency requirements.

Stale Applications

If this Application is still pending two years from its date of submittal and Owner has not met all of the requirements, PG&E will close this application and Owner will be required to submit a new application should Owner wish to take service on Schedule NEMV.

² A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Owner final inspection clearance from the governmental authority having jurisdiction over the generating system.

Please complete this agreement in its entirety

A. Application Package:

These documents are needed at the time of application to ensure safe and reliable operation of PG&E's Distribution System and to confirm that Owner's interconnection has been performed in accordance with PG&E's tariffs. (Additional forms are available upon request by telephoning 415-972-5676, emailing gen@pge.com, or visiting PG&E's website at www.pge.com/standardnem). **Owners should not delay sending any part of the Application package to PG&E.** As PG&E receives the documentation described in Sections (1) through (5) below, PG&E will begin to process the application.

Required Documents for New Applicants:

1. A completed copy of this **Application, including completed Appendices A, B and C as well as the Supplemental Data Collection Form (see Part I Section B above)**. **Please note:** the Owner's name (as identified in Part I, Section D) must be the same name as on the PG&E bill. In this Application, Owner will confirm their otherwise-applicable rate schedule (OAS) for all Benefitting accounts in Owner's name as listed in Appendix A – Owners who don't specify an OAS for their Benefitting accounts will be defaulted to Rate Schedule E-1, for residential accounts, A1 for general service accounts (unless required to be on a mandatory rate schedule such as E19 or E20), and AG-1 for agricultural rates when establishing how Owner's Benefitting Account's monthly usage or net generation will be charged/credited. Owner's-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.
2. A **single-line diagram** showing Owner's actual installation of his/her Renewable Electric Generation Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all generators, circuit breakers and other protective devices of the Renewable Electric Generation Facility, the general location of the Owner's loads relative to the Renewable Electric Generation Facility, and the interconnection with PG&E's Distribution System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.
PG&E requires an Owner to install an AC disconnect switch to facilitate maintenance of the Owner's equipment (i.e. inverter, PV arrays, etc). The AC disconnect switch provides PG&E the ability to isolate the Owner's generator from the NEMV Eligible Renewable Electric Generation Facility and utility's Distribution System.
 - b. A description of the specific **inverter(s)**, if any, used to control the interconnection between PG&E and the Renewable Electric Generation Facility, including rating, brand name, and model number. Only CEC-certified inverters³ will pass the requirements for Simplified Interconnection per PG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment Owner plans to install**. The description must include the generator manufacturer name, model number, number of panels, and the nameplate rating. As with the inverters, only CEC-certified equipment will pass the requirements for Simplified Interconnection. (See the PG&E website www.pge.com/gen or the CEC website in footnote below). For generator equipment that is not CEC certified, Applicant may need to provide additional information and/or documentation at PG&E's request.
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. PG&E requires a **generation output meter**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers, etc.). If instrument transformers are required, the description should include this information. NEMV customers may be able to combine the generator output meter with an incentive meter. See Schedule NEMV for details and the cost.
3. **Site Diagram** – The site diagram must show the building or buildings at the same Service Delivery Point that will be included as part of the NEMV Arrangement that meets the single Service Delivery Point requirement in the Applicability Section of NEMV, the meter locations, and denote where the Renewable Electric Generation Facility will be located and interconnected.
4. Information regarding any existing **insurance coverage** (liability and/or property) for the Schedule NEMV Generating Facility location:

³ The CEC's eligible equipment list can be found under the CSI heading at: www.consumerenergycenter.org/erprebate/equipment.html
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Owner shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability. An Owner with a Renewable Electric Generation Facility that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

To the extent that Owner has currently in force property insurance and commercial general liability or personal liability insurance, Owner agrees that it will maintain such insurance in force for the duration of this Application in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Owner meets the requirements of this section, Owner shall not be required to purchase any additional liability insurance.

I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEMV Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

I **do not** have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEMV Generating Facility location.

5. A copy of the **final, signed, jurisdictional approval (building permit) for Owner's Generating Facility** from the local government entity with jurisdiction over the Owner's project. **Owner's Application package will not be complete until PG&E receives this document.**
6. Schedule NEMV may include charges where applicable, including but not limited to that in Special Conditions 1 (metering), 2 (one-time set-up or modification charges), and/or 3 (demand credit set-up charges).
7. **Appendix C, Site Assessment Documentation-** as described in the cover sheet for Appendix C.

Internet Application Forms

If this Application has been completed electronically, it may be submitted to PG&E via e-mail or through PG&E's online portal when it becomes available. Copies or forms requiring a signature, attachments or any applicable fees described in Part II must be emailed (with all aforementioned documents scanned and included as attachments) to PG&E at the address noted in Part V Section E, "Notices".

Part IV – General Facility

A. Expected **date** of Project Completion and PG&E Receipt of Final, Signed-Off Building Permit for Generating Facility?

Date: _____

B. Are there any other generators interconnected on this account?

Yes

If yes, specify what kind of generator _____

No

C. Are there any possible generator meter access issues?

Yes **If yes**, check all that apply:

Locked Room/Gate

Meter located inside of facility/residence

Unrestrained animal at meter or AC disconnect switch location

Other (Please explain) _____

No

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Automated Document, Preliminary Statement Part A

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Form 79-1142
Advice 5185-E
November 2017

D. Are any of your accounts on a Demand Response program?

(Qualified Customers are eligible for the same demand response programs and solar tariffs as NEM customers. Demand response payments to Qualified Customers will be based on the Qualified Customer's metered usage disregarding any contributions from virtually net-metered generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) should also exclude from consideration any impacts of NEMV generation.)

Yes

If yes, what program are you on? _____

No.

E. Generator Interconnection Tie-in Point – Does your interconnection satisfy PG&E's Meter Standards (Appendix C of this Application)?

Yes

No. Reason: _____

If after review of a customer's NEMV application PG&E determines a site assessment is essential, then PG&E may conduct a site assessment. Please note that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.

F. Are you planning to meet the requirements specified in the PG&E Greenbook (current reference is "VNEM Installation Requirements", Utility Bulletin TD6999B-005, 02/06/2012)?

Yes

No. Reason: _____

G. Where are you planning to tie in? Can you provide Switchgear cutsheets, detailing the proposed point of connection and bussing modification / clearances, cutsheets of the NGOM socket, to clearly identify proposed tie-in point?

Location: _____

H. Is the currently proposed tie-in point a result of restrictions placed on altering the existing panel or equipment within, as imposed by the local authority having jurisdiction?

Yes - What restriction? _____

No.

I. Have you confirmed the Ampere Interrupting capacity (AIC) rating of the existing panel?

Yes

No. Reason: _____

J. Is the account located within a PG&E secondary "network" system?

(Note: PG&E does not allow exporting generators to connect to secondary network systems. Portions of San Francisco and Oakland, where PG&E has a network grid. Customers seeking generator interconnections in San Francisco and Oakland must contact PG&E before beginning any work. See Section II above for more details.)

Yes.

No.

K. Are there existing PG&E gas or other utility's facilities in the vicinity of the proposed point of interconnection? (Note: Minimum clearances must be maintained from PG&E facilities, as specified in PG&E's Greenbook)

Yes - Describe: _____

No

L. Are you going to require PG&E to arrange to de-energize the service panel for you to safely connect the generator to the service panel?

(**Note:** that the de-energizing process may be as simple as a PG&E Troublemaker opening a switch, or as involved as a PG&E crew performing switching, and rearrangement of service wires, and coordinating with neighboring customers that might be impacted by this de-energizing project. **PG&E requires ten (10) business days advance notice prior to performing such a request.**)

- Yes - Describe: _____
 No.

M. Can this de-energizing of the service panel be done during normal business hours?

- Yes
 No. If not, what time of the week and time of the day do you request this service disconnection to occur?

Mon Tues Wed Thu Fri Sat Sun : AM / PM
(circle day of week) (enter time & circle AM or PM)

Note: The time of de-energizing the service panel will also depend on whether other customers are impacted and their input to the process.

N. What is the duration of the service disconnection requested?

Duration _____

O. Do you need PG&E personnel to stand by while you perform your work?

- Yes
 No

P. Will you need to obtain clearance from the local authority having jurisdiction prior to PG&E re-energizing the service panel?

(**Note:** Some cities/counties require that they have inspected the panel prior to reenergizing. You will need to provide proof of the local authority that your work will not require such approval, or be prepared to provide that to PG&E prior to PG&E re-energizing the panel.)

- Yes
 No

Part V – Description of the Generating Facilities *Use additional sheets, if necessary.*

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches)

List the AC disconnect switch that will be used at this Generating Facility.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Generating Equipment

List all the equipment that will be interconnected to PG&E for this NEMV Arrangement:

1. Generation Equipment Detailed Description

NEMV Type of Generation Equipment - Table B.1 (see row 2 below)		
1. biomass	2. geothermal	3. municipal solid waste
4. solar thermal	5. fuel cell	6. landfill gas
7. small hydroelectric generation	8. ocean wave	9. digester gas

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10. ocean thermal

11. tidal current

Generating Equipment Description - Table B.2						
		Generator type 1	Generator Type 2	Generator Type 3	Generator Type 4	Generator Type 5
a	Is the Generator new or existing	<input type="checkbox"/> New <input type="checkbox"/> Existing	<input type="checkbox"/> New <input type="checkbox"/> Existing	<input type="checkbox"/> New <input type="checkbox"/> Existing	<input type="checkbox"/> New <input type="checkbox"/> Existing	<input type="checkbox"/> New <input type="checkbox"/> Existing
b	Number of Type of NEMV generation (from Table B.1)					
c	Please indicate the quantity of each "type" of Generators being installed:					
d	Generator Manufacturer					
e	Generator Model					
f	Is the Generator CEC certified?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
g	Generator Design	<input type="checkbox"/> Synchronous <input type="checkbox"/> Induction <input type="checkbox"/> Inverter				
h	Generator Gross Nameplate Rating					
i	Generator Operating Voltage					
j	Inverter (if any) Manufacturer					
k	Inverter (if any) Model					
l	Is the Inverter (if any) CEC certified?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
m	Inverter (if any) Gross Nameplate Rating					
n	Inverter (if any) Generator Operating Voltage					
o	Power Factor rating (if applicable)					
p	PF Adjustment Range (if applicable)					

2. Generator Account's otherwise-applicable rate schedule under the provisions of Schedule NEMV will be _____.

3. If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: _____.

4. The expected annual energy production of the Generating Facility is _____ kWh.

C. Service Panel Short Circuit Interrupting Rating

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

D. Maximum 3-Phase Fault Current Contribution

What is the maximum 3-phase fault current that will be contributed by the Generating Facility to a 3-phase fault at the Point of Common Coupling (PCC)? (If the Generating Facility is single phase in design, please provide the contribution for a line-to-line fault). _____ Amps

E. Notices - Mailing Instructions and Assistance:

When this Application has been completed it should be e-mailed, along with the required attachments, to the email address below. Any applicable fee payments shall be mailed to:

Payment USPS Mail	Payment Overnight Mail
USPS Mail: PG&E CFM/PPC Department P.O. Box 997340 Sacramento, CA 95899-7340	Overnight Mail: PG&E Customer Fund Management Payment Processing Center 885 Embarcadero Drive West Sacramento, CA 95605

Phone calls and questions may be directed to the Generation Interconnection Services' hotline at: 415-972-5676 or an electronic application may be submitted to NEMVGen@pge.com

F. Governing Law

This Application shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

G. Term of Application

After receipt of all applicable fees, required documents, and this completed Application, this Application shall become effective on the date of PG&E issues the permission to operate letter. This Application shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Owner takes service with PG&E operating this approved generating facility. This new Owner will be interconnected subject to the terms and conditions as set forth in Schedule NEMV.

H. Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

I. Appendix A, Appendix B and Appendix C

Attached to this Application are:

- *Appendix A - Designation of NEMV Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation*
- *Appendix B –Owner Affidavit Warranting That NEMV Arrangement Is Sized to Load; and*
- *Appendix C – Generator Interconnection Tie-in Point Documentation*

Owner Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

A copy of this signed Application should be retained with the "Permission to Operate" letter to confirm project approval.

Appendix A – Designation of NEMV Generating Account and Benefitting Accounts and their respective Eligible Energy Credit Allocation

Project Identification Number _____ (for PG&E's use only)

Section 1 Instructions

1) Complete the section below (this information must match the Owner information on the attached Application).

Owner Name	Address	Date

2) Is this an application to establishing the Annual Eligible Energy Credit Allocation for a new NEMV Arrangement or for a change to the Allocation for an existing NEMV facility, as described in either NEMV Special Condition 2 or 3(g)?

- This application is for an allocation for the initial, new NEMV Arrangement
- This application is for a reallocation for an existing NEMV Arrangement:

3) Please use the attached Appendix A, Section 2 page to list all Benefitting Accounts in the Arrangement that will be taking service on NEMV. Alternatively, an Applicant may fill out the table below in a digital format (i.e. spreadsheet) and supply that along with the application and agreement to Rule21gen@pge.com. The Benefitting Accounts must be associated with the same Generator Account and all must satisfy the applicable Service Delivery Point requirements in the NEMV Applicability Section to be Eligible for Schedule NEMV.

Please note for each row:

- **Account Type** – (required) – The Generator Account row should be completed for the pertinent information for each column indicated; the Benefitting Account rows should be complete for the pertinent information for each column indicated. If there are more Benefitting Accounts than will fit on one page please use additional sheets as required and number pages accordingly.
- **Account Address** – (required) -- Provide an address, including unit / apartment number, for all Accounts (for the Generator Account you may use the street address of the building upon which the generator will be installed).
- **Occupant's / Owner's Name** – (required) - For the Generator Account enter the Owner's name; for all Benefitting accounts enter the name of the occupant or PG&E customer name for that location.
- **PG&E Meter Number** – (required) - Enter the PG&E Meter Numbers for the all benefitting accounts.
- **Otherwise Applicable Rate Schedule** – required -- Enter the PG&E Otherwise Applicable Rate Schedule (OAS) for the Generator Account and all Benefitting Accounts.
- **Eligible Allocation Percentage** – (required) -- For each Benefitting Account listed, enter the Eligible Allocation Percentage to two decimal places. The Eligible Energy Allocation Percentage for each Benefitting Account should be established so that the annual kilowatt hours allocated offsets no more than part or all of the customer's own annual electrical requirements. The total of all Benefitting Account Eligible Allocation Percentages in Appendix A for this NEMV Arrangement must equal exactly 100%. If Owner is changing the Eligible Allocation Percentage on an existing NEMV Arrangement, please list all allocations to confirm they add up to 100% and **circle** the changed allocations.
- **Designated Unallocated Credit Account** “system operator/qualified customer” has the option to designate the disposition of unallocated credits to either: the Common Area Account, or one Benefitting Account. In the NEMV tariff this is referred to as the “Default Account.”
- **Appendix A, Section 2 Page Numbers** – In the space provided on the bottom of each page, please mark the page number and total number of pages for your Appendix A, Section 2 Account List. (Start with Page 1 and do not count the page numbers for this instruction page). Also indicate on one of the pages if the allocation is for a new Arrangement, or an existing Arrangement.

If Owner would like billing data from a Benefitting Account in order to verify the credit allocation they need the Benefitting Account customer's consent. To facilitate this process, here is a link to the: www.pge.com/tariffs/tm2/pdf/ELEC_FORMS_79-1095.pdf - (Form 79-1095) that would need to be submitted to PG&E prior to release of the Benefitting Account customer's billing data to the Owner.

Section 2

Account Type	Account Address <i>(required field)</i> (for Generator Account use street address for building with generator account)	Occupant's Name, <i>(Required field)</i> (Generator Accounts should be under the Owner's Name Please use name listed on PG&E Account bill)	PG&E Meter Number <i>(Required field)</i>	Otherwise Applicable Rate Schedule <i>(Required field)</i>	Eligible Allocation Percentage <i>(required – to 2 decimal places, the sum of all Benefitting Account Allocation must total 100%. For changes to Existing NEMV Arrangements, list all percentages but circle all changed percentages)</i>	Designated Unallocated Credit Account <i>(optional – check one Common Area or Benefitting Account to receive unallocated credits)</i>
Generator Account						
Benefitting Accounts						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

Project Identification Number _____ (for PG&E's use only) Account List - Appendix A, Section 2 Page _____ of _____
 Is this a reallocation of an existing NEMV Arrangement? Yes N

Please complete this agreement in its entirety

Automated Document, Preliminary Statement Part A

Appendix B – Owner Affidavit Warranting That NEMV Arrangement Is Sized to Load

Project Identification Number _____
(for PG&E's use only)

Address of Generator _____

In accordance with Schedule NEMV, I, Owner warrant that:

- 1) the Generator Account associated with this NEMV Application is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts in this NEMV Arrangement, and
- 2) the Eligible Allocation Percentage established for each Benefitting Account in Appendix A is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Signed, _____, Owner, on date: _____

Owner's Name (printed) _____

Appendix C – Generator Interconnection Point Documentation

[PG&E to attach current copy or web link providing PG&E's standards and requirements for Virtual Net Metering and PG&E GIS contact information when sending this form to Applicant.]

Applicant attaches the following Documentation:

- the single line diagram to illustrate connection with the selected option provided in the Metering Standard
- the switchgear, switchboard, or main panel cut-sheets/shop drawings detailing the bussing, any modifications, clearances, and proposed point of interconnection. The proposal must include a signed PE stamp and modifications must be certified by the manufacturer or a qualified third party
- pictures of the point of interconnection (see safety "Note" below)
- the meter socket cut-sheets of the net generation output meter socket
- additional material as specified by PG&E

Note: If after review of a customer's NEMV application PG&E determines a site assessment is needed, then PG&E may conduct a site assessment. Owners are reminded that entering PG&E sealed sections of their service panels is unsafe and not permitted without PG&E's supervision and express authorization.



**RULE 21 GENERATOR
INTERCONNECTION AGREEMENT FOR
EXPORTING GENERATING FACILITIES
INTERCONNECTING UNDER
THE FAST TRACK PROCESS**

**RULE 21
GENERATOR INTERCONNECTION AGREEMENT
FOR
EXPORTING GENERATING FACILITIES INTERCONNECTING
UNDER THE FAST TRACK PROCESS
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
[CUSTOMER NAME]
FOR PROJECT:
[Project Name]
[City, State Zip]

[PG&E Log I.D]
[Queue# XXXX-RD]**



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

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**RULE 21 GENERATOR INTERCONNECTION
AGREEMENT FOR EXPORTING GENERATING
FACILITIES INTERCONNECTING UNDER
THE FAST TRACK PROCESS**

This Interconnection Agreement (“Agreement” or “GIA”) is made and entered into this _____ day of _____, 20__, by _____ (“Distribution Provider”), and _____ (“Interconnection Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties.”

Distribution Provider Information

[Contact information to be supplied]

Interconnection Customer Information

[Contact information to be supplied]

Interconnection Customer Application No: _____

WHEREAS, Interconnection Customer proposes to interconnect to the Distribution System;

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a Qualifying Facility (“QF”) and will sell all of its exports to the grid to the Distribution Provider under a power purchase agreement (“PPA”) entered into pursuant to the Public Utility Regulatory Policies Act of 1978 (“PURPA”); or

WHEREAS, the basis for the Parties entering into this Agreement is:

(Insert Description or N/A)

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

Article 1. Scope and Limitations of Agreement

1.1. Applicability

This Agreement shall be used for an interconnection governed by the Distribution Provider's California Public Utilities Commission ("CPUC") approved Electric Rule 21 ("Rule 21") of a Generating Facility that sells all of its exports to the grid to the Distribution Provider. This Agreement is not applicable to NEM Producers, Non-Export Producers and non-compensated exporting Producers.

1.2. Purpose

This Agreement incorporates in its entirety the Distribution Provider's California Public Utilities Commission ("CPUC") approved Electric Rule 21 ("Rule 21"), subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System. In the event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3. No Agreement to Purchase of Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.

1.4. Limitations

Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5. Responsibilities of the Parties

1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

- 1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System, Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider and any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.
- 1.5.5. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Transmission System, Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.5.6. The Distribution Provider shall coordinate with Affected Systems to support the interconnection.
- 1.5.7. The Interconnection Customer shall maintain QF status during the term of this Agreement.
- 1.6. Parallel Operation Obligations
- Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

1.7. Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements. Nothing in this provision replaces or alters the metering requirements in the Interconnection Customer's PPA.

1.8. Reactive Power

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

1.9. Capitalized Terms

Capitalized Terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

1.10. Smart Inverters

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer's inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

(Smart ~~in~~verter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that meets one or more of the following conditions: is a component of an existing Generating Facility that has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,

(c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or

(d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. ~~An~~ Interconnection Customer replacing an "existing inverter" certifies it is being replaced with either:

~~(i)~~

~~(i)~~

~~(ii)(i)~~ inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

~~(iii)(ii)~~ ~~(ii)~~ a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments.
2. A completed signed Interconnection Agreement.
3. Evidence of the Interconnection Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



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Article 2. Inspection, Testing, Authorization, and Right of Access

2.1. Equipment Testing and Inspection

2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.

2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2. Authorization Required Prior to Parallel Operation

2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3. Right of Access



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- 2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first operates in parallel to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five (5) Business Days prior to conducting any on-site verification testing of the Generating Facility.
- 2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.
- 2.3.3. Costs associated with this Article are subject to the relevant provisions of Rule 21.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1. Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2. Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of _____ years from the Effective Date or such other longer period as the Parties may agree and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3. Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1. 1The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider twenty (20) Business Days written notice.

3.3.2. Either Party may terminate this Agreement after Default pursuant to article 7.6.



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- 3.3.3. In addition, if the basis for Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining QF status and selling all its exports to the grid to Distribution Provider under a PURPA PPA, then this provision applies and Distribution Provider may terminate this Agreement if Interconnection Customer fails to maintain its QF status for the term of this Agreement or upon termination of Interconnection Customer's PURPA PPA.
- 3.3.3.1. If Section 3.3.3 applies, Interconnection Customer is responsible for maintaining QF status and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the California Independent System Operator Corporation ("CAISO"), including penalties and charges incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.
- 3.3.3.2. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.
- 3.3.4. Upon termination of this Agreement, the Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.
- 3.3.5. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.6. This provisions of this article shall survive termination or expiration of this Agreement.
- 3.3.7. If the Generating Facility no longer falls within the scope and description provided in Section 1.1 of this Agreement, this Agreement is terminated.

3.4. Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1. Emergency Conditions



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"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected System(s); or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2. Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3. Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

3.4.4. Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may disconnect the Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5. Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6. Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs



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associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

4.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 5.2.1 directs otherwise.

5.2.1. Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff, currently Section 12.3.2 of Appendix Y, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS

Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

5.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

5.2.1.2. If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different,



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is responsible for identifying the entity to which reimbursement must be made.

5.3. [Intentionally Omitted]

5.4. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1. Billing and Payment Procedures and Final Accounting

6.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs, including any applicable taxes, of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2. Within three months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2. Milestones



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The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3. Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Distribution Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Distribution Provider under this Agreement during its term. In addition:

6.3.1. The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2. The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Distribution Provider and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default

7.1. Assignment



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This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice and opportunity to object by the other Party; provided that:

- 7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;
- 7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.
- 7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2. Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3. Indemnity

- 7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.
- 7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations



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under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.
- 7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4. Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. Uncontrollable Force

- 7.5.1. As used in this article, an Uncontrollable Force Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force."



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7.5.2. If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6. Default

7.6.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1. General Liability and Additional Insurance



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The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten (10) Business Days prior to the anticipated Parallel Operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider's liabilities undertaken pursuant to this Agreement.

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1. Definition of Confidential Information

The confidentiality provisions applicable to this Agreement are set forth in Section D.7, Confidentiality of Rule 21 and in the following provisions included in this Article.

9.1.1. Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the



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confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

9.1.2. Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

9.1.3. No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.1.4. Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

9.1.5. Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.



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9.1.6. Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

Article 10. Disputes

10.1. Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 11. Taxes

11.1. Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

11.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules



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The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4. Waiver

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5. Entire Agreement

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.



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12.6. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9. Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. Subcontractors



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Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12. CPUC Modification

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

12.13. Review of Records and Data

12.13.1. The Distribution Provider shall have the right to review and obtain copies of Interconnection Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.

12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission ("CEC"), the CAISO, and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's, CAISO's, or CPUC's rules and regulations.



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Article 13. Notices

13.1. General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:
[Contact information to be supplied]

If to the Distribution Provider:
[Contact information to be supplied]

13.2. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:
[Contact information to be supplied]

Distribution Provider
[Contact information to be supplied]

13.3. Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given



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by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:



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If to the Interconnection Customer:
[Contact information to be supplied]

If to the Distribution Provider:
[Contact information to be supplied]

13.4. Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:
[Contact information to be supplied]

Distribution Provider's Operating Representative:
[Contact information to be supplied]

13.5. Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.



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Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

(Interconnection Customer Name)

(Distribution Provider Name)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)

**RULE 21 GENERATOR INTERCONNECTION
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FACILITIES INTERCONNECTING UNDER
THE FAST TRACK PROCESS
— ATTACHMENT 1 —**

Glossary of Terms

Affected System - An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

Applicable Laws and Regulations - All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day - Monday through Friday, excluding Federal and State Holidays.

Contact Information – Contact information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

Default - The failure of a breaching Party to cure its breach under the Agreement.

Distribution Owner - The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Agreement to the extent necessary.

Distribution Provider - The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution System - Those non-CAISO transmission and distribution facilities, owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades - The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.

Fast Track Process - The interconnection study process set forth in Section F.2 of Rule 21.



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— ATTACHMENT 1 —**

Generating Facility -The Interconnection Customer's device for the production or storage of electricity identified in Attachment 2 of the Agreement, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority - Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer - Any entity, including the Distribution Provider, Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider's Distribution System. The definition of "Interconnection Customer" in this Agreement is intended to be identical to and used interchangeably with the definition of "Producer" in Rule 21.

Interconnection Facilities - The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.



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— ATTACHMENT 1 —**

Network Upgrades - Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements - Any operating and technical requirements that may be applicable due to Regional Transmission Organization, the CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Agreement.

Party or Parties - The Distribution Provider, Distribution Owner, Interconnection Customer, Producer or any combination of the above.

Point of Interconnection - The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts - With respect to an action required to be attempted or taken by a Party under the Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Transmission System - Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

Upgrades - The required additions and modifications to the Distribution Provider's Distribution System and Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.



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**RULE 21 GENERATOR INTERCONNECTION
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— ATTACHMENT 2 —**

**Description and Costs of the Generating Facility,
Interconnection Facilities and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.



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**RULE 21 GENERATOR INTERCONNECTION
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— ATTACHMENT 3 —**

**One-line Diagram Depicting the Generating Facility, Interconnection
Facilities, Metering Equipment, and Upgrades**



RULE 21 GENERATOR INTERCONNECTION AGREEMENT FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE FAST TRACK PROCESS — ATTACHMENT 4 —

Attachment 4

Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	<u>Milestones</u>	<u>Date</u>	<u>Responsible Party</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

Agreed to by:

For the Distribution Provider _____ Date _____

For the Distribution Owner (If Applicable) _____ Date _____

For the Interconnection Customer _____ Date _____



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— ATTACHMENT 5 —**

**Additional Operating Requirements for the Distribution Provider's
Distribution System and Affected Systems Needed to Support
the Interconnection Customer's Needs**

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Distribution Provider's Distribution System.



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— ATTACHMENT 6 —**

**Distribution Provider's Description of its Upgrades
and Cost Responsibility**

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.



**RULE 21 GENERATOR
INTERCONNECTION AGREEMENT FOR
NET ENERGY METERING (NEM-2)
GENERATING FACILITIES GREATER
THAN 1,000 KW INTERCONNECTING
UNDER
THE FAST TRACK PROCESS**

**RULE 21
GENERATOR INTERCONNECTION AGREEMENT
FOR
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM-2)
GENERATING FACILITIES GREATER THAN 1,000 KW
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
[CUSTOMER NAME]
FOR PROJECT:
[Project Name]
[City, State Zip]

[PG&E Log I.D]
[Queue# XXXX-RD]**



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This Interconnection Agreement (“Agreement” or “GIA”) is made and entered into this _____ day of _____, 20____, by _____ (“Distribution Provider”), and _____ (“Interconnection Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties.”

Distribution Provider Information

[Contact information to be supplied]

Interconnection Customer Information

[Contact information to be supplied]

Interconnection Customer Application No: _____

WHEREAS, Interconnection Customer proposes to interconnect to the Distribution System;

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a NEM2 eligible generating facility pursuant to California Public Utilities Code (PUC) section 2827.1 (as currently implemented by Commission Decision (D.)16-01-044); or

WHEREAS, the basis for the Parties entering into this Agreement is:

(Insert Description or N/A)

THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

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Article 1. Scope and Limitations of Agreement

1.1. Applicability

This Agreement shall be used for an interconnection governed by the Distribution Provider's California Public Utilities Commission ("CPUC") approved Electric Rule 21 ("Rule 21") of a Generating Facility that is eligible for NEM2 pursuant to California Public Utilities Code (PUC) section 2827.1 (as currently implemented by Commission Decision (D.)16-01-044). This Agreement is not applicable to, Non-Export Producers, non-compensated exporting Producers, and Qualifying Facilities ("QF") selling all exports to the grid to the Distribution Provider under a power purchase agreement ("PPA") entered into pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA")

1.2. Purpose

This Agreement incorporates in its entirety the Distribution Provider's California Public Utilities Commission ("CPUC") approved Electric Rule 21 ("Rule 21"), subject to any modifications the CPUC may direct in the exercise of its jurisdiction. This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System. In the event of inconsistency between this Agreement and the terms of Rule 21, the provisions of the latter shall control.

1.3. No Agreement to Purchase or Deliver Power

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.

1.4. Limitations

Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5. Responsibilities of the Parties

1.5.1. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2. The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's



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recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

- 1.5.3. The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System, Interconnection Facilities, Distribution Upgrades and Network Upgrades in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4. The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider and any Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.
- 1.5.5. In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 1.5.6. Applicant certifies as a part of each interconnection request for NEM2 that
 - 1.5.6.1. a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - 1.5.6.2. a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 1.5.7. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Transmission System, Distribution System, personnel, and other persons from damage and injury. The allocation of



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responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.8. The Distribution Provider shall coordinate with Affected Systems to support the interconnection.

1.5.9. The Interconnection Customer shall maintain NEM2 eligibility during the term of this Agreement.

1.6. Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable balancing authority area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in Rule 21 or by the applicable system operator(s) for the Distribution Provider's Distribution System and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7. Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8. Reactive Power

1.8.1. The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.



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1.9. Capitalized Terms

Capitalized Terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

1.10. Smart Inverters

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer's inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions: has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017.

(c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to



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September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or

(d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. ~~An~~ Interconnection Customer replacing an “existing inverter” certifies it is being replaced with either:

(i)- inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

(ii)- a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.d.ii.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1. Equipment Testing and Inspection

2.1.1. Pursuant to Rule 21, the Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.

2.1.2. The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Generating Facility or any associated control,

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,

2. A completed signed Interconnection Agreement,

3. Evidence of the Interconnection Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



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protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2. Authorization Required Prior to Parallel Operation

2.2.1. The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations to accommodate the Expected Date of Initial Operation.

2.2.2. The Interconnection Customer shall not operate its Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3. Right of Access

2.3.1. Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first operates in parallel to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five (5) Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2. Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3. Costs associated with this Article are subject to the relevant provisions of Rule 21.

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Article 3. Effective Date, Term, Termination, and Disconnection

3.1. Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2. Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.2.1. The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider twenty (20) Business Days written notice.

3.2.2. Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.2.3. In addition, if the basis for Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining NEM2 eligibility and metering for the receipt and delivery of electricity between Producer and Distribution Provider pursuant to California Public Utilities Code (PUC) section 2827.1 (as currently implemented by Commission Decision (D.)16-01-044), then this provision applies and Distribution Provider may terminate this Agreement if Interconnection Customer fails to maintain its NEM2 eligibility for the term of this Agreement.

3.2.3.1. If Section 3.3.3 applies, Interconnection Customer is responsible for maintaining NEM2 eligibility and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its NEM2 eligibility, or selling to a third-party. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the California Independent System Operator Corporation ("CAISO"), including penalties and charges incurred by the Distribution Provider, as a result of this failure to notify the Distribution Provider.

3.2.3.2. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.

3.2.4. Upon termination of this Agreement, the Generating Facility will be disconnected from the Distribution Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-



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terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

3.2.5. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.2.6. This provisions of this article shall survive termination or expiration of this Agreement.

3.2.7. If the Generating Facility no longer falls within the scope and description provided in Section 1.1 of this Agreement, this Agreement is terminated.

3.3. Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.3.1. Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities or any Affected Systems(s); or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.



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3.3.2. Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.3.3. Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.3.4. Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may disconnect the Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.3.5. Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in



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accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.3.6. Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Distribution Provider's Distribution System and/or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1. Interconnection Facilities

4.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

4.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

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Article 5. Cost Responsibility for Network Upgrades

5.1. Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 5.2.1 directs otherwise.

5.2.1. Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

5.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1, the Interconnection Customer, the



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Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

5.2.1.2. If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

5.3. [Intentionally Omitted]

5.4. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.



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Article 6. Billing, Payment, Milestones, and Financial Security

6.1. Billing and Payment Procedures and Final Accounting

6.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs, including any applicable taxes, of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2. Within three months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2. Expected Date of Initial Operation

Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's Expected Date of Initial Operation. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and propose the earliest reasonable alternate date by which it can attain this and future milestones. .

6.3. Financial Security Arrangements

No more than 120 Calendar Days after the Effective Date of this agreement and at least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Distribution Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is



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reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades. In addition:

- 6.3.1. The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2. The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Distribution Provider and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default

7.1. Assignment

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice and opportunity to object by the other Party; provided that:

- 7.1.1. Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Distribution Provider of any such assignment;
- 7.1.2. The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.
- 7.1.3. Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.



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7.2. Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3. Indemnity

7.3.1. This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2. The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action, or failure to meet its obligations, under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3. If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4. If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5. Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.



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7.3.6. This entire Section 7.3 does not apply to either Party where the Interconnection Customer is prohibited from providing Distribution Provider the indemnity contained herein by CA Constitution Article XVI, Section 6, and where no law expressly authorizes such indemnity.

7.4. Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5. Uncontrollable Force

7.5.1. As used in this article, an Uncontrollable Force Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force."

7.5.2. If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.



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7.6. Default

7.6.1. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2. If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1. General Liability and Additional Insurance

The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in California. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten (10) Business Days prior to the anticipated Parallel Operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.



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8.2. Maintenance of Insurance

The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider's liabilities undertaken pursuant to this Agreement.

8.3. Notification

The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. **Confidentiality**

9.1. Definition of Confidential Information

The confidentiality provisions applicable to this Agreement are set forth in Section D.7, Confidentiality of Rule 21 and in the following provisions included in this Article.

9.1.1. Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

9.1.2. Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

9.1.3. No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide



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any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.1.4. Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.

9.1.5. Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.1.6. Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.



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Article 10. Disputes

10.1. Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 11. Taxes

11.1. Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

11.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3. No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.



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12.4. Waiver

12.4.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5. Entire Agreement

This Agreement, including all Attachments, and any incorporated tariffs or Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be



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deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9. Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.



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12.11.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12. CPUC Modification

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

12.13. Review of Records and Data

12.13.1. The Distribution Provider shall have the right to review and obtain copies of Interconnection Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnection Customer's Generating Facility or its interconnection with Distribution Provider's Distribution System.

12.13.2. The Interconnection Customer authorizes the Distribution Provider to release to the California Energy Commission ("CEC"), the CAISO, and/or the CPUC information regarding the Generating Facility, including the Interconnection Customer's name and location, and the size, location and operational characteristics of the Generating Facility, as requested from time to time pursuant to the CEC's, CAISO's, or CPUC's rules and regulations.

Article 13. Notices

13.1. General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:
[Contact information to be supplied]



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If to the Distribution Provider:
[Contact information to be supplied]

13.2. Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer:
[Contact information to be supplied]

Distribution Provider
[Contact information to be supplied]

13.3. Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:
[Contact information to be supplied]

If to the Distribution Provider:
[Contact information to be supplied]



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13.4. Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

[Contact information to be supplied]

Distribution Provider's Operating Representative:

[Contact information to be supplied]

13.5. Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

(Interconnection Customer Name)

(Distribution Provider Name)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)



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Attachment 1

Glossary of Terms

Affected System - An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

Applicable Laws and Regulations - All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day - Monday through Friday, excluding Federal and State Holidays.

Contact Information – Contact information will include the name of business, contact name, business address including city, state and zip, phone number, e-mail address, and any other pertinent information that may be required to communicate with the Parties.

Default - The failure of a breaching Party to cure its breach under the Agreement.

Distribution Owner - The entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Agreement to the extent necessary.

Distribution Provider - The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity and provides distribution service to the Interconnection Customer. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution System - Those non-CAISO transmission and distribution facilities, owned, controlled and operated by the Distribution Provider that are used to provide distribution service, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades - The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility. Distribution Upgrades do not include Interconnection Facilities.



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Fast Track Process - The interconnection study process set forth in Section F.2 of Rule 21.

Generating Facility - The Interconnection Customer's device for the production or storage of electricity identified in Attachment 2 of the Agreement, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority - Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Distribution Provider, or any Affiliate thereof.

Interconnection Customer - Any entity, including the Distribution Provider, Distribution Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Distribution Provider's Distribution System. The definition of "Interconnection Customer" in this Agreement is intended to be identical to and used interchangeably with the definition of "Producer" in Rule 21.

Interconnection Facilities - The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Distribution Provider's Interconnection Handbook, the terms in this Agreement shall govern.



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Network Upgrades - Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Generating Facility to the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements - Any operating and technical requirements that may be applicable due to Regional Transmission Organization, the CAISO, balancing authority area, or the Distribution Provider's requirements, including those set forth in the Agreement.

Party or Parties - The Distribution Provider, Distribution Owner, Interconnection Customer, Producer or any combination of the above.

Point of Interconnection - The point where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Reasonable Efforts - With respect to an action required to be attempted or taken by a Party under the Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Transmission System - Those facilities owned by the Distribution Provider that have been placed under the CAISO's operational control and are part of the CAISO Grid.

Upgrades - The required additions and modifications to the Distribution Provider's Distribution System and Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.



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Attachment 2

**Description and Costs of the Generating Facility,
Interconnection Facilities and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment. Additionally, NEM program specific information relating to the Interconnection Customer's Generating Facility and any associated arrangements (i.e. NEM2, NEM2A, NEM2MT, NEM2V, NEM2VMSH (1 SDP), and NEMVMSH (DEV)) will be set forth in this attachment.



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Attachment 3

**One-line Diagram Depicting the Generating Facility, Interconnection
Facilities, Metering Equipment, and Upgrades**



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Attachment 4

Expected Date of Initial Operation

Expected Date of Initial Operation: _____

For the Interconnection Customer _____ Date _____



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Attachment 5

**Additional Operating Requirements for the Distribution Provider's
Distribution System and Affected Systems Needed to Support
the Interconnection Customer's Needs**

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Distribution Provider's Distribution System.



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Attachment 6

**Distribution Provider's Description of its Upgrades and Cost
Responsibility**

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF and participants in the Demand Response Programs below are not eligible to participate in NEM.
 - Peak Day Pricing (PDP)
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation (NEMA) is a program that allows customers with multiple meters to use the renewable energy generated at one meter (up to 1MW) to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
Service Address*	City*	CA State Zip*
Customer Phone Number	Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)	

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
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C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

Company Name	Contact Person
Contact Phone Number	Email

By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit Application Form 79-1151B and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the accompanying Application Form 79-1151B.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) Application Form 79-1151B, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM systems should be sized with an estimated annual production no larger than 110% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. For customers on a Time-of-Use rate, sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill. For customer who are not on a Time-of-Use rate, you might want to size your system larger (90-95% of your annual load), in order to minimize your electricity bill. Of course, individual circumstances may vary. Customers can obtain their usage data from www.pge.com/greenbutton. System sizing eligibility will be reviewed using the criteria below.

B. Generator System Sizing

Generator System Type: Solar Wind Both

Estimated Annual Production:

- Solar Systems > 5 kW (CEC-AC kW) or any system with wind, size is determined below. Please continue to fill out all of Section B.
- The Solar CEC-AC kW calculated from the Application cannot exceed 5% of the CEC-AC kW listed above

	(1) Solar CEC-AC rating ^A	_____ (kW) X 1,664 ^B	=	_____ (kWh)
AND/OR	(2) Wind Nameplate rating	_____ (kW) X 2,190 ^C		_____ (kWh)
	(3) Total Energy Production	(1) + (2)		_____ (kWh)

Estimated Annual Energy Usage:

	(4) Recent annual usage	_____ (kWh) X 1.1	=	_____ (kWh)
OR (If 12 months usage not available)	(5) Building size	_____ (sq ft) X 3.32 ^D		_____ (kWh)
AND	(6) I plan to increase my annual usage (kWh) by			_____ (kWh)
	(7) Total Energy Usage	(2 or 3) + (4)		_____ (kWh)

Net Generation:

	(8) Production - Usage		(3) – (7)	= _____ (kWh)*
--	------------------------	--	-----------	----------------

*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section J to read the provisions around Net Surplus Compensation (NSC).

^A CEC-AC (kW) =California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000
^B 8,760 hrs/yr x 0.19 solar capacity factor = 1,664
^C 8,760 hrs/yr x 0.25 wind capacity factor = 2,190
^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM Account: Select one rate from the category applicable to you. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

Residential Service Rate (Select one):

- E-1 – Non-Time-of-Use
- E-6 – Time-of-Use
- E-7^E – Time-of-Use
- E-8^F – Non-Time-of-Use
- E-9A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- E-9B^F – Time-of-Use for Customers with a separately metered EV recharging station
- EV-A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- EV-B^G – Time-of-Use for Customers with a separately metered EV recharging station
- Other (_____)

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

- | | <u>Primary</u> | <u>Secondary</u> |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> A-1 – Small General Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-6 – Small General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Demand-Metered Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Time-of-use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> | <input type="checkbox"/> |

Agricultural Power Service Rate: (Select one rate and rate option):

- | | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> AG-1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| <input type="checkbox"/> AG-R ^F – Split-Week Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-V ^F – Short-Peak Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-4 – Time-of-Use | <input type="checkbox"/> |
| <input type="checkbox"/> AG-5 – Time of Use | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> |

If your current rate is a closed rate, as identified in Footnote F, and you are now opting to move to a non-closed rate per the Otherwise Applicable Rate Schedule (OAS) for NEM Account, please check the box below acknowledging that you are leaving the closed rate and will not be able to select the closed rate in the future.

I acknowledge and consent to leaving my current rate that is a closed rate

^E E-7, E-8, E-9A, E-9B, AG-R, and AG-V are closed to all new customers and are only available to Customers that are currently on the rate

^F Rates effective August 1, 2013 for Customers with Electric Vehicles. Please visit www.pge.com/electricvehicles for more rate information



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part IV – Interconnection Agreement Provisions

A. Purpose

The purpose of this Net Energy Metering (NEM) Application and Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Agreement) is to allow Customer to interconnect with Pacific Gas and Electric Company's (PG&E) Distribution System, subject to the provisions of this Agreement and PG&E's Electric Schedule Net Energy Metering (NEM). Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with PG&E's Distribution System to offset part or all of the Customer's own electrical requirements at this service point. Customer shall comply at all times with this Agreement as well as with all applicable laws, tariffs and requirements of the California Public Utilities Commission (CPUC).

B. Applicability

This Agreement applies to Electric Schedule NEM Customer-Generators (Customer) who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

C. NEM Transition

Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

D. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

E. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electrical generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

F. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

G. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

H. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

I. NEM Billing

PG&E installs a "net meter" on a customer's property that measures the net energy, defined as the difference between the amount of electricity supplied by PG&E and the amount of electricity exported to the grid over the course of a month. The Customer's account is enrolled in the NEM program and put on an annual (12- billing months) true-up cycle.

The meter is read monthly and an amount is calculated based on the net energy recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM billing is available at www.pge.com/nembilling.

J. Net Surplus Compensation (NSC)

NSC payments are made to NEM customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit www.pge.com/nscoptout to complete Form 79-1130. Participants in NEMA, please see provisions in Form 79-1153.

K. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

L. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

M. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

N. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM.

O. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

P. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM.

Q. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application^G no later than March 31, 2018, or
- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an "existing inverter" certifies it is being replaced with either:

-
- ^G A complete application consists all of the following without deficiencies:
- 1. A completed Interconnection Application including all supporting documents and required payments,
 - 2. A completed signed Interconnection Agreement,
 - 3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Part IV – Interconnection Agreement Provisions – Continued

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THIS ENTIRE DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY AN EXISTING PG&E CUSTOMER.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E will accept electronic signatures that are verified by qualified Third Parties such as, Adobe EchoSign, e-SignLive, and DocuSign for this Agreement if the Agreement is completed in its entirety before signing.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM requirements.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF or participants in the Demand Response Programs below are not eligible to participate in NEM2.
 - Peak Day Pricing (PDP) ○ Scheduled Load Reduction Program (SLRP) ○ SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM2 program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM2 Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation 2 (NEM2A) is a program that allows customers with multiple meters to use the renewable energy generated at one meter to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company) _____ Electric Service Agreement ID * _____ Meter Number* _____

Service Address* _____ City* _____ State CA Zip* _____

Customer Phone Number _____ Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record) _____

Is there an electric vehicle charging on site at the above service address? Yes No
 If yes, please indicate how many electric vehicles _____

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist) _____ Contact Phone _____

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

Company Name _____ Contact Person _____

Contact Phone Number _____ Email _____



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

- By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit Application Form 79-1151-02B and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the accompanying Application Form 79-1151-02B.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) Application Form 79-1151-02B, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM2 systems should be sized with an estimated annual production no larger than 110% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. All NEM2 customers must take service on a Time-of-Use rate schedule and sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill^A. Of course, individual circumstances may vary. Customers can obtain their usage data from www.pge.com/greenbutton.

^A Customers on rate schedules such as ET, ES, and ESR, which do not have a corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Generator System Sizing

Generator System Type: Solar Wind Both

	(1) Solar CEC-AC rating ^B	_____ (kW) X 1,664 ^C	=	_____ (kWh)
AND/OR	(2) Wind Nameplate rating	_____ (kW) X 2,190 ^D		_____ (kWh)
	(3) Total Energy Production	(1) + (2)		_____ (kWh)

Estimated Annual Energy Usage:

(Solar systems ≤ 5 kW (CEC-AC) do not need to complete this section)

	(4) Recent annual usage	_____ (kWh) X 1.1	=	_____ (kWh)
OR (If 12 months usage not available)	(5) Building size	_____ (sq ft) X 3.32 ^E		_____ (kWh)
AND	(6) I plan to increase my annual usage (kWh) by	_____ (kWh)		_____ (kWh)
	(7) Total Energy Usage	(4 or 5) + (6)		_____ (kWh)

Net Generation:

	(8) Production – Usage	(3) – (7)	=	_____ (kWh)*
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*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section H to read the provisions around Net Surplus Compensation (NSC).

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM2 Account: Select one rate from the category applicable to you. NEM2 residential customers must be an applicable time-of-use rate^F schedule. If you are currently on a rate that is no longer open to new customers and are opting to move to a different rate, by signing this Agreement and Customer Authorization you are acknowledging that you are leaving the current rate and will not be able to return to this rate in the future. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

Residential Service Rate (Select one):

^B CEC-AC (kW) = California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

^C 8,760 hrs/yr x 0. solar 19 capacity factor = 1,664

^D 8,760 hrs/yr x 0.25 wind capacity factor = 2,190

^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

[Rate Schedule to be Selected online from Currently Available Residential Rates]

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

[Rate Schedule to be Selected online From Currently Available Small & Medium Commercial Rates]

Agricultural Power Service Rate: (Select one rate and rate option):

[Rate Schedule to be Selected online From Currently Available Agricultural Rates]

Part IV – Interconnection Agreement Provisions

A. Applicability

This Agreement applies to Electric Schedule NEM2 Customer-Generators (Customer) who interconnect a solar and/or wind turbine electric Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

B. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

Part IV – Interconnection Agreement Provisions – Continued

A. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electric system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

B. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

C. Rate

Please complete this agreement in its entirety

Automated Document, Preliminary Statement, Part A.

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AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Customer has confirmed their otherwise applicable rate schedule (OAS) to establish how the Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

D. NEM2 Billing

The Customer's meter separately measures exports and imports.

The meter is read monthly and an amount is calculated based on the net energy (kWh) and total energy(kWh) exports recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

Additionally, the Customer will be billed for non-bypassable charges on all imports from the grid, as describe in Schedule NEM2 Special Condition 2.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM2 billing is available at www.pge.com/nembilling.

E. Net Surplus Compensation (NSC)

NSC payments are made to NEM2 customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit www.pge.com/nscoptout to complete Form 79-1130. Participants in NEM2A, please see provisions in *NEM2 Load Aggregation Appendix (Form 79-1153)*.

F. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

G. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

Part IV – Interconnection Agreement Provisions – Continued

A. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

B. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM2.

Please complete this agreement in its entirety



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

C. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

C.D. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM2.

D.E. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

E.F. Warranties or Service Agreements

Applicant Customer certifies as a part of its interconnection request for NEM2 that:

- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
- (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

F.G. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar i) Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions: ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Customer has submitted the interconnection application prior to September 9, 2017,



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

(c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application^G no later than March 31, 2018, or

(d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. A-Customer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.

^G A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments.
- 2. A completed signed Interconnection Agreement. (continued on next page)
- 3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.

Please complete this agreement in its entirety

Automated Document, Preliminary Statement, Part A.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E's Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E can request additional documentation to verify the authenticity of the externally signed Agreement and Customer Authorization.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM2 requirements.



**RULE 21 GENERATOR
INTERCONNECTION AGREEMENT (GIA)
FOR EXPORTING GENERATING
FACILITIES INTERCONNECTING UNDER
THE INDEPENDENT STUDY,
DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS**

**RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)
FOR EXPORTING GENERATING FACILITIES
INTERCONNECTING UNDER THE INDEPENDENT STUDY,
DISTRIBUTION GROUP STUDY, OR TRANSMISSION CLUSTER STUDY
PROCESS**

BETWEEN

[INTERCONNECTION CUSTOMER]

AND

PACIFIC GAS AND ELECTRIC COMPANY

PROJECT: [PROJECT NAME]

Log #: _____ and Queue # _____



**RULE 21
GENERATOR INTERCONNECTION
AGREEMENT (GIA) FOR EXPORTING
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GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR EXPORTING GENERATING FACILITIES INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT (“GIA” or “Agreement”) is made and entered into this ____ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ (“Interconnection Customer” with a Generating Facility), and Pacific Gas and Electric Company, a corporation organized and existing under the laws of the State of California (“Distribution Provider and/or Distribution Owner”). Interconnection Customer and Distribution Provider each may be referred to as a “Party” or collectively as the “Parties.” This Agreement shall be used for interconnection to the Distribution System through the Independent Study Process or Distribution Group Study Process in the Distribution Provider’s California Public Utilities Commission (“CPUC” or “Commission”) approved Electric Rule 21 (“Rule 21”). This Agreement may also be used for interconnection to the Distribution System through the Transmission Cluster Study Process if FERC has approved changes to the Generator Interconnection Procedures set forth in the Distribution Provider’s WDT which allow Interconnection Customer to sign this Agreement.

WHEREAS, Distribution Provider operates the Distribution System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Distribution Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Distribution System; and,

WHEREAS, the Interconnection Customer’s Interconnection Request was studied under the Independent Study Process Distribution Group Study Process, or Transmission Cluster Study Process [check one]; and,

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a Qualifying Facility (“QF”) and will sell all of its exports to the grid to the Distribution Provider under a power purchase agreement (“PPA”) entered into pursuant to the Public Utility Regulatory Policies Act of 1978 (“PURPA”); or, the basis for the Parties entering into this Agreement is: _____
(Insert Description or N/A).

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:



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When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or in Rule 21 or in the Distribution Provider's WDT.

Article 1. Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety, power quality, and reliability of the electric system.

Affected System shall mean an electric system other than the Distribution Provider's Distribution System or Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Distribution Provider's Distribution System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Distribution System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.

Applicant shall mean the entity submitting an Interconnection Request pursuant to Rule 21.



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Base Case shall mean data including, but not limited to, base case power flow, short circuit, and dynamic/stability data bases, underlying load, generation, and transmission facility assumptions, contingency lists, including relevant special protection systems, and transmission diagrams used to perform the Interconnection Studies. The Base Case may include Critical Energy Infrastructure Information (as that term is defined by FERC). The Base Case shall include (a) transmission facilities as approved by the Distribution Provider or CAISO, as applicable, (b) planned distribution upgrades that may have an impact on the Interconnection Request, (c) Distribution Upgrades and Network Upgrades associated with generating facilities in (iv) below, and (d) generating facilities that (i) are directly interconnected to the Distribution System or CAISO Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to the Distribution System, Transmission System, or an Affected System; or (iv) are not interconnected to the Distribution System or CAISO Grid, but are subject to a fully executed generator interconnection agreement (or its equivalent predecessor agreement) or for which an unexecuted generator interconnection agreement (or its equivalent predecessor agreement) has been requested to be filed with FERC.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the GIA.

Breaching Party shall mean a Party that is in Breach of the GIA.

Business Day shall mean Monday through Friday, excluding Federal and State Holidays.

CAISO shall mean the California Independent System Operator Corporation, a state-chartered, nonprofit, corporation that controls certain transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.

CAISO Grid shall mean the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the CAISO's Operational Control.

CAISO Tariff shall mean the California Independent System Operator Corporation Operating Agreement and Tariff, as it may be modified from time to time, and accepted by the FERC.

CAISO's Generator Interconnection Procedures (CAISO Tariff GIP) shall mean the procedures included in the CAISO Tariff to interconnect a Generating Facility directly to the CAISO Grid, as such procedures may be modified from time to time, and accepted by FERC.



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Calendar Day shall mean any day including Saturday, Sunday or a Federal and State Holiday.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity, excluding electricity generated during period which the Producer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Commercial Operation Date shall mean the date on which a Generator at a Generating Facility commences Commercial Operation as agreed to by the Parties.

Commissioning Testing shall mean testing performed during the commissioning of all or part of a Generating Facility pursuant to Rule 21.

Confidential Information: See Rule 21 Section D.7 and Article 22 of this GIA.

Construction Activities shall mean actions by the Distribution Provider that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer that occur after receipt of all appropriate governmental approvals needed for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Control Area shall mean Control Area as defined in the CAISO Tariff.

Customer shall mean the entity that receives or is entitled to receive Distribution Service through Distribution Provider's Distribution System or is a retail Customer of Distribution Provider connected to the Transmission System.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the GIA.

Detailed Study Agreement shall mean the agreement entered into by the Interconnection Customer and Distribution Provider which sets forth the Parties' agreement to perform Interconnection Studies under the Independent Study Process or the Distribution Group Study Process.

DGS Phase I Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.i.



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DGS Phase II Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.ii.

Distribution Group Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.c.

Distribution Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the GIA to the extent necessary.

Distribution Provider shall mean Pacific Gas and Electric Company.

Distribution Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Distribution Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the GIA, including any modifications, additions or upgrades to such facilities and equipment. Distribution Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Distribution Service shall mean the service of delivering energy over the Distribution System pursuant to the approved tariffs of the Distribution Provider other than services directly related to the Interconnection of a Generating Facility under Rule 21.

Distribution System shall mean all electric wires, equipment, and other facilities owned, controlled and operated by the Distribution Provider, other than Interconnection Facilities or the Transmission System, by which Distribution Provider provides Distribution Service to its Customers.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Distribution Service. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the GIA becomes effective upon execution by the Parties.

Emergency shall mean whenever in Distribution Provider's discretion an Unsafe Operating Condition or other hazardous condition exists or whenever access is necessary for emergency service restoration, and such immediate action is necessary to protect persons, Distribution Provider's facilities or property of others from damage or interference caused by Interconnection Customer's Generating Facility, or the failure of



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protective device to operate properly, or a malfunction of any electrical system equipment or a component part thereof.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Distribution Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources. **Federal Power Act** shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission or its successor.

Full Capacity Deliverability Status shall be as defined in the CAISO Tariff.

Generating Facility shall mean all generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power, including storage.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple Generators.

Generator shall mean a device converting mechanical, chemical, or solar energy into electrical energy, including all of its protective and control functions and structural appurtenances. One or more Generators comprise a Generating Facility.

Generator Interconnection Agreement (GIA) shall mean the agreement between Distribution Provider and the Producer providing for the Interconnection of a Generating Facility that give certain rights and obligations to effect or end Interconnection.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility set forth in Attachment I of the Distribution Provider's WDT subject to any modifications FERC may direct in the exercise of its jurisdiction.

Generator Interconnection Study Process Agreement shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Generating Facility under the Transmission Cluster Study Process, a *pro forma* version of which is set forth in Attachment 6 of the GIP.



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Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Distribution Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Independent Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.b. **Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the estimated date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities.

Interconnection; Interconnected shall mean the physical connection of a Generating Facility in accordance with the requirements of Rule 21 so that Parallel Operation with Distribution Provider's Distribution or Transmission System can occur (has occurred).



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Interconnection Customer: The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Customer’s Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities may be integral to a Generating Facility or provided separately. Interconnection Facilities may be owned by either the Producer or the Distribution Provider.

Interconnection Facilities Study shall mean a study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process to determine a list of facilities (including Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Distribution Provider's Distribution or Transmission System. The scope of the study is defined in Rule 21 Section G.3.c.

Interconnection Financial Security: Any of the financial instruments listed in Rule 21 Section F.4.a.

Interconnection Handbook shall mean a handbook, developed by the Distribution Provider and posted on the Distribution Provider’s website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System; as such handbook may be modified or superseded from time to time. Distribution Provider’s standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

Interconnection Request shall mean an Applicant’s request to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification



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to the operating characteristics of, an existing Generating Facility that is interconnected with the Distribution Provider's Distribution or Transmission System.

Interconnection Service shall mean the service provided by the Distribution Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Distribution Provider's Distribution System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the GIA and, if applicable, the Distribution Provider's Rule 21.

Interconnection Study shall mean a study to establish the requirements for Interconnection of a Generating Facility with Distribution Provider's Distribution System or Transmission System, pursuant to Rule 21. For an Applicant in the Transmission Cluster Study Process, this shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 4.8 of the GIP. For an Applicant in the Distribution Group Study Process, this shall mean any of the following studies: the DGS Phase I Interconnection Study and the DGS Phase II Interconnection Study. For an Applicant in the Independent Study Process, this shall mean any of the following studies: the Interconnection System Impact Study and the Interconnection Facilities Study.

Interconnection System Impact Study shall mean an engineering study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process that evaluates the impact of the proposed interconnection on the safety and reliability of Distribution Provider's Distribution System and/or Transmission System and, if applicable, an Affected System. The scope of the study is defined in Rule 21 Section G.3.c.

IRS shall mean the Internal Revenue Service.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification shall mean those modifications that have a material impact on cost or timing of any Interconnection Request with the same or a later queue priority date or a change in Point of Interconnection. A Material Modification does not include a change in ownership of a Generating Facility.



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Metering shall mean the measurement of electrical power in kilowatts (kW) and/or energy in kilowatt-hours (kWh), and if necessary, reactive power in kVAR at a point, and its display to Distribution Provider, as required by Rule 21.

Metering Equipment shall mean all equipment, hardware, software, including meter cabinets, conduit, etc., that are necessary for Metering.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Upgrades shall mean Network Upgrades as defined by the CAISO Tariff.

Operational Control shall mean the rights of the CAISO under the Transmission Control Agreement and the CAISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Parallel Operation shall mean the simultaneous operation of a Generator with power delivered or received by Distribution Provider while Interconnected. For the purpose of Rule 21, Parallel Operation includes only those Generating Facilities that are Interconnected with Distribution Provider's Distribution or Transmission System for more than 60 cycles (one second).

Participating Transmission Owner shall mean an entity which (i) owns, operates, and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (ii) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid.

Party or Parties shall mean Producer and/or Distribution Provider.

Phase I Interconnection Study shall mean an engineering study for Applicants in the Transmission Cluster Study Process as defined in the WDT.

Phase II Interconnection Study shall mean an engineering and operational study for Applicants in the Transmission Cluster Study Process conducted by the Distribution Provider to determine the Point of Interconnection and a list of facilities (including Distribution Provider's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the estimated cost of those facilities, the costs allocated to each project, and the estimated time required to



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interconnect the Generating Facility(ies) with the Distribution System. The portion of the study required to evaluate the impacts on the CAISO Grid will be coordinated with the CAISO and will be completed in a manner consistent with the CAISO Tariff GIP.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the GIA, where the Interconnection Customer's Interconnection Facilities connect to the Distribution Provider's Interconnection Facilities.

Point of Interconnection shall mean the point where the Interconnection Facilities connect with Distribution Provider's Distribution or Transmission System. This may or may not be coincident with the Point of Common Coupling.

Pre-Construction Activities shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section F.3.f. of Rule 21 or Section 6 of the GIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Producer shall mean the entity that executes a GIA with Distribution Provider. Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Generator Interconnection Agreement.

Qualifying Facility (QF) shall mean a qualifying cogeneration facility or qualifying small power production facility, as defined in the Code of Federal Regulations, Title 18, Part 292 (18 C.F.R.§292).

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the GIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Results Meeting for Applicants in the Transmission Cluster Study Process shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 4.11 of the GIP. Results Meeting for Applicants in the Distribution Group Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to discuss either the results of the DGS Phase I Interconnection Study as set forth in Rule 21 Section F.3.c.v. or the results of the DGS Phase II Interconnection



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Study as set forth in Rule 21 Section F.3.c.xi. Results Meeting for Applicants in the Independent Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to discuss either the results of the Interconnection System Impact Study as set forth in Rule 21 Section 3.b.iii, or the results of the Interconnection Facilities Study as set forth in Rule 21 Section 3.b.ix.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Distribution Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the GIA.

System Integrity shall mean the condition under which Distribution Provider's Distribution and Transmission System is deemed safe and can reliably perform its intended functions in accordance with the safety and reliability rules of Distribution Provider.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Distribution Provider's Distribution System, the CAISO Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Distribution Provider's Distribution System, the CAISO Controlled Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

Transmission Cluster Study Process shall mean the Transmission Cluster Study Process set forth in GIP Section 4.

Transmission Control Agreement shall mean CAISO FERC Electric Tariff No. 7, as it may be modified from time to time, and accepted by the FERC, or any successor agreement.

Transmission System shall mean those transmission facilities owned by the Distribution Provider that have been placed under the CAISO's Operational Control and are part of the CAISO Grid, as defined in the CAISO Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Uncontrollable Force shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage



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or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.

Unsafe Operating Conditions shall mean conditions that, if left uncorrected, could result in harm to personnel, damage to equipment, loss of System Integrity or operation outside pre-established parameters required by the Generator Interconnection Agreement.

WDT shall mean the Wholesale Distribution Tariff, the Distribution Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Article 2. Effective Date, Term, and Termination

2.1. **Effective Date.** This GIA shall become effective upon execution by the Parties.

2.2. **Term of Agreement.** Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of _____ (xx) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

2.3. **Termination Procedures.**

2.3.1. **Written Notice.** This GIA may be terminated by Interconnection Customer after giving Distribution Provider ninety (90) Calendar Days advance written notice, or by Distribution Provider after the Generating Facility permanently ceases Commercial Operation.

2.3.2. **Default.** Either Party may terminate this GIA in accordance with Article 17.

2.3.3. **QF Status.** If Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining QF status and selling all its exports to the grid to Distribution Provider under a PURPA PPA, then this provision applies and Distribution Provider may terminate this GIA if Interconnection Customer fails to maintain its QF status for the term of this GIA or upon termination of the Interconnection Customer's PURPA PPA.



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- 2.3.3.1. If Section 2.3.3 applies, the Interconnection Customer is responsible for maintaining QF status and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its QF status, selling to a third-party, or termination of its PURPA PPA. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the CAISO, including penalties and charges incurred by the Distribution Provider as a result of this failure to notify the Distribution Provider.
- 2.3.4. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.
- 2.3.5. Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.
- 2.4. Termination Costs.** If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the non-terminating Party's receipt of such notice of termination, that are the responsibility of the Party under this GIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA:
- 2.4.1. With respect to any portion of Distribution Provider's Interconnection Facilities that have not yet been constructed or installed, Distribution Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Distribution Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Distribution Provider for any or all such costs of materials or equipment not taken by



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Interconnection Customer, Distribution Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Distribution Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA or its GIA is terminated pursuant to Article 2.3 above, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

- 2.4.2. Distribution Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Distribution Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.
- 2.4.3. With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.
- 2.5. **Disconnection.** Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.
- 2.6. **Survival.** This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

Article 3. [Intentionally Omitted]



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Article 4. Scope of Service

- 4.1. **Interconnection Service.** Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Distribution System and be eligible to deliver the Generating Facility's output using the capacity of the Distribution System to the CAISO Grid. To the extent Interconnection Customer wants to receive Interconnection Service, Distribution Provider shall construct facilities identified in Appendices A and C that the Distribution Provider is responsible to construct.
- 4.2. **Provision of Service.** Distribution Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.
- 4.3. **Performance Standards.** Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this GIA for its compliance therewith. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the GIA.
- 4.4. **No Distribution Service or Transmission Service.** The execution of this GIA does not constitute a request for, or the provision of, Distribution Service under any tariff or transmission service under any tariff.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

- 5.1. **Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either Standard Option or Option to Build set forth below for completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and such dates and selected option shall be set forth in Appendix B, Milestones.
- 5.1.1. **Standard Option.** Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities and Distribution Upgrades using Reasonable Efforts to complete Distribution Provider's Interconnection Facilities and Distribution Upgrades by the dates set forth in Appendix B, Milestones. Network Upgrades shall be



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designed, procured, and constructed in accordance with the CAISO Tariff using Reasonable Efforts to complete Network Upgrades by the dates set forth in Appendix B, Milestones. Distribution Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified dates, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2. [Intentionally Omitted]

5.1.3. **Option to Build.** If the dates designated by Interconnection Customer are not acceptable to Distribution Provider and if the Parties agree, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades. Interconnection Customer's Option to Build and any design, procurement, and construction pursuant to this option shall be subject to the approval of Distribution Provider and the provisions of Rule 21 Section I. Distribution Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option. If Distribution Provider does not approve Interconnection Customer's Option to Build, the Standard Option applies.

5.2. **General Conditions Applicable to Option to Build.** If Interconnection Customer assumes responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades,

- (1) Interconnection Customer shall engineer, procure equipment, and construct Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Distribution Provider;



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- (2) Interconnection Customer's engineering, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Distribution Provider would be subject in the engineering, procurement or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) Distribution Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) Prior to commencement of construction, Interconnection Customer shall provide to Distribution Provider a schedule for construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Distribution Provider;
- (5) At any time during construction, Distribution Provider shall have the right to gain unrestricted access to Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;
- (6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Distribution Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (7) Interconnection Customer shall indemnify Distribution Provider for claims arising from Interconnection Customer's construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;
- (8) Interconnection Customer shall transfer control of Distribution Provider's Interconnection Facilities to the Distribution Provider and shall transfer Operational Control of Stand Alone Network Upgrades to the CAISO;



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- (9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Distribution Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Distribution Provider;
- (10) Distribution Provider shall approve and accept for operation and maintenance Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and
- (11) Interconnection Customer shall deliver to Distribution Provider "as-built" drawings, information, and any other documents that are reasonably required by Distribution Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Distribution Provider.

5.3. **[Intentionally Omitted.]**

5.4. **Power System Stabilizers.** The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and in accordance with the provisions of Section 4.6.5.1 of the CAISO Tariff. Distribution Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5. **Equipment Procurement.** If responsibility for construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

- 5.5.1. Distribution Provider has completed the Interconnection Studies pursuant to the Generator Interconnection Study Process Agreement for Transmission Cluster Study Process Applicants, or Distribution Provider has completed the Interconnection Studies pursuant to the



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Detailed Study Agreement for Independent Study Process or Distribution Group Study Process Applicants.

- 5.5.2. Distribution Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.5.3. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.6. **Construction Commencement.** Distribution Provider shall commence construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:
- 5.6.1. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
- 5.6.2. Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades;
- 5.6.3. Distribution Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.6.4. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.
- 5.7. **Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Distribution Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Distribution Provider of such later date upon which the completion of Distribution Provider's Interconnection Facilities will be required.
- 5.8. **Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and



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compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Distribution Provider's Distribution System, and shall work diligently and in good faith to make any necessary design changes.

- 5.9. **Limited Operation.** If any of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Distribution Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Distribution Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.
- 5.10. **Interconnection Customer's Interconnection Facilities ('ICIF').** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.
- 5.10.1. **Interconnection Customer's Interconnection Facility Specifications.** Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Distribution Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Distribution Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.
- 5.10.2. **Distribution Provider's Review.** Distribution Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Distribution Provider, in accordance



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with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3. **ICIF Construction.** The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Distribution Provider “as-built” drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4. **Interconnection Customer to Meet Requirements of the Distribution Provider's Interconnection Handbook.** The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

5.11. **Distribution Provider's Interconnection Facilities Construction.** Distribution Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Distribution Provider shall deliver to Interconnection Customer the following “as-built” drawings, information and documents for Distribution Provider's Interconnection Facilities: No as-built drawings will be provided.

Distribution Provider will obtain control for operating and maintenance purposes of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the



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CAISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

- 5.12. **Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at no cost to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party’s facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party’s business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.
- 5.13. **Lands of Other Property Owners.** If any part of Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Distribution Provider or Distribution Owner, Distribution Provider or Distribution Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades upon such property.
- 5.14. **Permits.** Distribution Provider or Distribution Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Distribution Provider or Distribution Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Distribution Provider's own, or an Affiliate's generation.



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- 5.15. **Early Construction of Base Case Facilities.** Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Distribution Upgrades required for Interconnection Customer to be interconnected to the Distribution System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. Network Upgrades required for Interconnection Customer to be interconnected to the Distribution System shall be constructed in accordance with the CAISO Tariff. Interconnection Customer shall be responsible for all costs incurred pursuant to this Article 5.15.
- 5.16. **[Intentionally Omitted.]**
- 5.17. **Taxes.**
- 5.17.1. **Interconnection Customer Payments Not Taxable.** The Parties intend that all payments or property transfers made by Interconnection Customer to Distribution Provider for the installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.
- 5.17.2. **Representations and Covenants.** In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Distribution System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Distribution Provider for Distribution Provider's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Distribution Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power



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flows in both directions, calculated in accordance with the “5 percent test” set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Distribution Provider’s request, Interconnection Customer shall provide Distribution Provider with a report from an independent engineer confirming its representation in clause (iii), above. Distribution Provider represents and covenants that the cost of Distribution Provider’s Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

- 5.17.3. **Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider.** Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Distribution Provider from the cost consequences of any current tax liability imposed against Distribution Provider as the result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Distribution Provider.

Distribution Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Distribution Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Distribution Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Distribution Provider to report payments or property as income subject to taxation; provided, however, that Distribution Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Distribution Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Distribution Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Distribution Provider of the amount due, including detail about how the amount was calculated.



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The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Distribution Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4. **Tax Gross-Up Amount.** Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider ("Current Taxes") on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Distribution Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Distribution Provider's composite federal and state tax rates at the time the payments or property transfers are received and Distribution Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Distribution Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Distribution Provider's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Distribution Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and **Distribution Upgrades.**



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- 5.17.5. **Private Letter Ruling or Change or Clarification of Law.** At Interconnection Customer's request and expense, Distribution Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Distribution Provider under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Distribution Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Distribution Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

- 5.17.6. **Subsequent Taxable Events.** If, within 10 years from the date on which the relevant Distribution Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Provider retains ownership of the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

- 5.17.7. **Contests.** In the event any Governmental Authority determines that Distribution Provider's receipt of payments or property constitutes income that is subject to taxation, Distribution Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise oppose such



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determination. Upon Interconnection Customer's written request and sole expense, Distribution Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Distribution Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Distribution Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Distribution Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Distribution Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully-grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Distribution Provider for the tax at issue in the contest.

- 5.17.8. **Refund.** In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Distribution Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not taxable to Distribution



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Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Distribution Provider are not subject to federal income tax, or (d) if Distribution Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Distribution Provider pursuant to this GIA, Distribution Provider shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) interest on any amounts paid by Interconnection Customer to Distribution Provider for such taxes which Distribution Provider did not submit to the taxing authority, calculated using an interest rate equal to one-twelfth of the Federal Reserve three-month Commercial paper Rate – Non-Financial, from the Federal Reserve Statistical Release H.15 (expressed as an annual rate) from the date payment was made by Interconnection Customer to the date Distribution Provider refunds such payment to Interconnection Customer, and
- (iii) with respect to any such taxes paid by Distribution Provider, any refund or credit Distribution Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Distribution Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Distribution Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Distribution Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Distribution Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Distribution Provider's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities, Distribution Upgrades, and



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Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9. **Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this GIA. Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Distribution Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Distribution Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Distribution Provider.

5.17.10. **Distribution Owners Who Are Not Distribution Providers.** If Distribution Provider is not the same entity as the Distribution Owner, then (i) all references in this Article 5.17 to Distribution Provider shall be deemed also to refer to and to include the Distribution Owner, as appropriate, and (ii) this GIA shall not become effective until such Distribution Owner shall have agreed in writing to assume all of the duties and obligations of Distribution Provider under this Article 5.17 of this GIA.

5.18. **Tax Status.** Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this GIA is intended to adversely affect any Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19. **Modification.**

5.19.1. **General.** Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to



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the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Distribution Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

- 5.19.2. **Standards.** Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.
- 5.19.3. **Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Distribution Provider makes to Distribution Provider's Interconnection Facilities or the Distribution System to facilitate the interconnection of a third party to Distribution Provider's Interconnection Facilities or the Distribution System, or to provide transmission service to a third party under Distribution Provider's applicable tariffs. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

Article 6. Testing and Inspection



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- 6.1. **Commissioning Testing and Pre-Commercial Operation Date Testing and Modifications.** Prior to commencing Parallel Operation of a Generating Facility with Distribution Provider's system, Commissioning Testing shall be conducted pursuant to Rule 21. However, Interconnection Customer shall not commence Parallel Operation of its Generating Facility unless it has received Distribution Provider's express written permission to do so. Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.
- 6.2. **Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.
- 6.3. **Right to Observe Testing.** Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right to observe such testing. Costs associated with this Article are subject to the relevant provisions of Rule 21.
- 6.4. **Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or



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other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

Article 7. Metering

- 7.1. **General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of Rule 21 regarding metering. Unless otherwise agreed by the Parties, Distribution Provider may install additional Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at Distribution Provider's option, compensated to, the Point of Interconnection. Interconnection Customer's access to meter data shall be provided in accordance with Rule 21. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.
- 7.2. **Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the CAISO-pollled meters or Distribution Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except in the case that no other means are available on a temporary basis at the option of the Distribution Provider. The check meters shall be subject at all reasonable times to inspection and examination by Distribution Provider or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.
- 7.3. **Distribution Provider Retail Metering.** Distribution Provider may install retail revenue quality meters and associated equipment, pursuant to the Distribution Provider's applicable retail tariffs.

Article 8. Communications

- 8.1. **Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Distribution Provider's



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Distribution System dispatcher or representative designated by Distribution Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Distribution Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Distribution Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

- 8.2. **Telemetry.** The Parties shall comply with the provisions of the Rule 21 regarding telemetry.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

- 8.3. **No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

Article 9. Operations

- 9.1. **General.** Each Party shall comply with Applicable Reliability Standards and the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2. **[Intentionally Omitted.]**
- 9.3. **Distribution Provider Obligations.** Distribution Provider shall cause the Distribution System and Distribution Provider's Interconnection Facilities to be



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operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this GIA and Distribution Provider's operating protocols and procedures as they may change from time to time. Distribution Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

- 9.4. **Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.
- 9.5. **Start-Up and Synchronization.** Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to Distribution Provider's Distribution System.
- 9.6. **Reactive Power.**
- 9.6.1. **Power Factor Design Criteria.** The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution Provider, Generating Facilities shall automatically regulate power



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factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

9.6.2. **Governors and Regulators.** Whenever the Generating Facility is operated in parallel with the Distribution System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in a manner consistent with Rule 21.

9.7. **Outages and Interruptions.**

9.7.1. **Outages.**

9.7.1.1. **Outage Authority and Coordination.** Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities, Distribution Upgrades, or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2. **Outage Schedules.** Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Distribution Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Distribution Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Distribution System and Transmission System. Distribution Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection

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Customer would have incurred absent Distribution Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities. Distribution Provider shall have no obligation to pay Interconnection Customer any costs the Interconnection Customer incurs as the result of being directed by the CAISO to reschedule maintenance.

9.7.1.3. **Outage Restoration.** If an outage on a Party's Interconnection Facilities, Distribution Upgrades, or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2. **Interruption of Service.** If required by Good Utility Practice to do so, Distribution Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Distribution Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1. The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2. Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Distribution System;



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- 9.7.2.3. When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;
- 9.7.2.4. Except during the existence of an Emergency, when the interruption or reduction can be scheduled without advance notice, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Distribution Provider;
- 9.7.2.5. The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Distribution System and Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.
- 9.7.3. **[Intentionally Omitted.]**
- 9.7.4. **System Protection and Other Control Requirements.**
- 9.7.4.1. **System Protection Facilities.** Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer's Interconnection Facilities. Distribution Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Distribution Provider's Interconnection Facilities, Distribution System, or the Transmission System as a result of the interconnection of the Generating Facility and Interconnection Customer's Interconnection Facilities.
- 9.7.4.2. Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.



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- 9.7.4.3. Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.
- 9.7.4.4. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.
- 9.7.4.5. Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook.
- 9.7.4.6. Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.
- 9.7.5. **Requirements for Protection.** In compliance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Distribution System not otherwise isolated by Distribution Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Distribution System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Distribution System at a site selected upon mutual



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agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution System could adversely affect the Generating Facility.

- 9.7.6. **Power Quality.** Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.
- 9.8. **Switching and Tagging Rules.** Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.
- 9.9. **Use of Interconnection Facilities by Third Parties.**
- 9.9.1. **Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Distribution System and shall be used for no other purpose.
- 9.9.2. **Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Distribution Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the



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capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to CPUC for resolution if the third party user is seeking a CPUC-jurisdictional use and by FERC if the third party user is seeking a FERC-jurisdictional use. Interconnection Customer agrees to be bound by any such resolution by FERC.

- 9.10. **Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Distribution Provider's Distribution System and Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

Article 10. Maintenance

- 10.1. **Distribution Provider Obligations.** Distribution Provider shall maintain the Distribution System, Transmission System and Distribution Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.
- 10.2. **Interconnection Customer Obligations.** Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.
- 10.3. **Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.



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- 10.4. **Secondary Systems.** Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 10.5. **Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Distribution Provider's Interconnection Facilities.

Article 11. Performance Obligations

- 11.1. **Interconnection Customer Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.
- 11.2. **Distribution Provider's Interconnection Facilities.** Distribution Provider or Distribution Owner shall design, procure, construct, install, own and/or control the Distribution Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.
- 11.3. **Network Upgrades and Distribution Upgrades.** Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. Network Upgrades shall be designed, procured, and constructed in accordance with the CAISO Tariff. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades or Network Upgrades.



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11.4. Transmission Credits.

11.4.1. Repayment of Amounts Advanced for Network Upgrades.

11.4.1.1. To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

11.4.1.2. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1, the Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2)



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declare in writing that Distribution Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

- 11.4.1.3. If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Distribution Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.
- 11.4.2. **Special Provisions for Affected Systems.** Unless Distribution Provider provides, under the GIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.
- 11.4.3. Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.



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- 11.5. **Provision of Interconnection Financial Security.** The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Rule 21 Section F.4 if studied under the Independent Study Process or Distribution Group Study Process. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 4.23 of the GIP if studied under the Transmission Cluster Study Process.

Article 12. Invoice

- 12.1. **General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.
- 12.2. **Final Invoice.** Within twelve (12) months after completion of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades, Distribution Provider shall provide an invoice of the final cost of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Distribution Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.
- 12.3. **Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.

Article 13. Emergencies Consistent with Rule 21



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- 13.1. **Emergencies.** Emergencies shall be handled in a manner consistent with Rule 21.

Article 14. Article 14. Regulatory Requirements and Governing Law

- 14.1. **Regulatory Requirements.** Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2. **Governing Law.**

- 14.2.1. The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state of California, without regard to its conflicts of law principles.
- 14.2.2. This GIA is subject to all Applicable Laws and Regulations.
- 14.2.3. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

Article 15. Notices.

- 15.1. **General.** Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.



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Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

- 15.2. Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.
- 15.3. **Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.
- 15.4. **Operations and Maintenance Notice.** Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Uncontrollable Force

16.1. Uncontrollable Force.

- 16.1.1. Economic hardship is not considered an Uncontrollable Force event.
- 16.1.2. Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Uncontrollable Force. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of an Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Uncontrollable Force, the time and date when the Uncontrollable Force occurred and when the Uncontrollable Force is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 17. Default



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17.1. Default

17.1.1. **General.** No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force as defined in this GIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2. **Right to Terminate.** If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1. **Indemnity.** The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this GIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1. **Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the



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Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

- 18.1.2. **Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.
- 18.1.3. **Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party,



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in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

- 18.2. **Consequential Damages.** In no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.
- 18.3. **Insurance.** Each party shall, at its own expense, maintain in force throughout the period of this GIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:
- 18.3.1. Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.
- 18.3.2. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- 18.3.3. Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.



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- 18.3.4. Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of One Million Dollars (\$1,000,000) per MW, of Generating Facility capacity, rounded up to the nearest MW, per occurrence, up to a maximum of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5. The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this GIA.



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- 18.3.9. Within ten (10) Calendar Days following execution of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10. Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.
- 18.3.11. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

Article 19. Assignment

- 19.1. Assignment. This GIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this GIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Distribution Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to



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said arrangement, the secured creditor, the trustee or mortgagee will notify Distribution Provider of the date and particulars of any such exercise of assignment right(s), including providing the Distribution Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

- 20.1. **Severability.** If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Distribution Provider) seeks and obtains such a final determination with respect to any provision of the Option to Build (Article 5.1.3), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

- 21.1. **Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

- 22.1. **Definition of Confidential Information.** The confidentiality provisions applicable to this Agreement are set forth in Rule 21, Section D.7 (Confidentiality) and in the following provisions included in this Article.

- 22.1.1. **Release of Confidential Information.** Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this



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Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

- 22.1.2. **Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.
- 22.1.3. **No Warranties.** By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.
- 22.1.4. **Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.
- 22.1.5. **Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.



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22.1.6. **Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.

Article 23. Environmental Releases

23.1. Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

Article 24. Information Requirements

24.1. **Information Acquisition.** Distribution Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

24.2. **Information Submission by Distribution Provider.** The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and Transmission System information necessary to allow



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Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

- 24.3. **Updated Information Submission by Interconnection Customer.** The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. If studied under the Transmission Cluster Study Process, Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. If studied under Independent Study Process or the Distribution Group Study Process, Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in the Rule 21 Interconnection Request for Exporting Generating Facilities. It shall also include any additional information provided to Distribution Provider for the Interconnection Studies. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Distribution Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to Distribution Provider pursuant to the Detailed Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

- 24.4. **Information Supplementation.** Prior to the Trial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on



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the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Distribution Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Distribution Provider any information changes due to equipment replacement, repair, or adjustment. Distribution Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Distribution Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access and Audit Rights

- 25.1. **Information Access.** Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.
- 25.2. **Reporting of Non-Uncontrollable Force Events.** Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than an Uncontrollable Force event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including



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the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this GIA.

25.3. **Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Distribution Provider's efforts to allocate responsibility for interruption or reduction of generation on the Distribution System, and each Party's actions in an Emergency. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4. **Audit Rights Periods.**

25.4.1. **Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades shall be subject to audit for a period of twenty-four months following Distribution Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2. **Audit Rights Period for All Other Accounts and Records.** Accounts and records related to either Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.



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- 25.5. **Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Article 26. Subcontractors

- 26.1. **General.** Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.
- 26.2. **Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Distribution Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 26.3. **No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

- 27.1. **Disputes.** Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Independent Study Process or Distribution Group Study Process regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21. Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party's performance of its obligations pursuant to the WDT (e.g., any dispute regarding the Application Process, the Transmission Cluster Study Process, including the cost allocation of upgrades, the classification of upgrades as either Distribution Upgrades or Network Upgrades, posting of financial security



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and refunds) will be resolved pursuant to dispute resolution procedures in the WDT. Any other dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party's performance of its obligations related to this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 28. Representations, Warranties, and Covenants

28.1. **General.** Each Party makes the following representations, warranties and covenants:

28.1.1. **Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

28.1.2. **Authority.** Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3. **No Conflict.** The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

28.1.4. **Consent and Approval.** Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in



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connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

Article 29. [Reserved]

Article 30. Miscellaneous

- 30.1. **Binding Effect.** This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2. **Conflicts.** In the event of a conflict between this GIA and Rule 21, the terms and provisions of Rule 21 shall prevail. For Interconnection Customers studied under the Transmission Cluster Study Process, in the event of a conflict between applicable provisions of the WDT and Rule 21, the provisions of the WDT shall prevail with respect to parts of the interconnection process performed under the WDT; Rule 21 shall prevail with respect to all other matters.
- 30.3. **Rules of Interpretation.** This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of



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any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

- 30.4. **Entire Agreement.** This GIA, including all incorporated tariff provisions and the Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party’s compliance with its obligations under this GIA.
- 30.5. **No Third Party Beneficiaries.** This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 30.6. **Waiver.** The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- Any waiver at any time by either Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer’s legal rights to obtain an interconnection from Distribution Provider. Any waiver of this GIA shall, if requested, be provided in writing.
- 30.7. **Headings.** The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.
- 30.8. **Multiple Counterparts.** This GIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 30.9. **Amendment.** The Parties may by mutual agreement amend this GIA by a written instrument duly executed by the Parties.
- 30.10. **Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the



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Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

- 30.11. Incorporation of Rule 21 into Agreement and CPUC Modification. Rule 21, subject to any modifications the CPUC may direct in the exercise of its jurisdiction, is incorporated in its entirety into this GIA. Unless otherwise ordered by the CPUC, this GIA at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. Notwithstanding the foregoing, if provisions of this GIA or the Parties' obligations are dictated by the WDT or the results of the Transmission Cluster Study process under the WDT (e.g., provisions related to the classification of upgrades as either Distribution Upgrades or Network Upgrades and the allocation of costs of facilities), they are not subject to modification by the CPUC.
- 30.12. **No Partnership.** This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.



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IN WITNESS WHEREOF, the Parties have executed this GIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

_____	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Interconnection Company Name)</i>	_____
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>



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Appendix A to GIA

**Interconnection Facilities, Network Upgrades and Distribution
Upgrades**

1. Interconnection Facilities:

(a) [insert Interconnection Customer's Interconnection Facilities]:

(b) [insert Distribution Provider's Interconnection Facilities]:

2. Network Upgrades:

(a) Stand Alone Network Upgrades:

(b) Other Network Upgrades:

3. Distribution Upgrades:



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Appendix B to GIA

Milestones



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Appendix C to GIA
Interconnection Details



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Appendix D to GIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. The CPUC will expect the CAISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.



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Appendix E to GIA

Commercial Operation Date

This Appendix E is a part of the GIA between Distribution Provider and Interconnection Customer.

[Date]

[Distribution Provider Address]

Re: _____ Generating Facility

Dear _____:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. _____. This letter confirms that **[Interconnection Customer]** commenced Commercial Operation of Unit No. ____ at the Generating Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]



RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
EXPORTING GENERATING FACILITIES INTERCONNECTING
UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY,
OR TRANSMISSION CLUSTER PROCESS

Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

Distribution Provider:

[Contact information to be provided]

Interconnection Customer:

[Contact information to be provided]

Billings and Payments:

Distribution Provider:

[Contact information to be provided]

Interconnection Customer:

[Contact information to be provided]



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RULE 21
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Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Distribution Provider:

[Contact information to be provided]

Interconnection Customer:

[Contact information to be provided]



RULE 21
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Appendix G to GIA

**Interconnection Customer's Share of Costs of Distribution Upgrades
and Network Upgrades for Applicable Project Group**



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Appendix H to GIA

Requirements for Inverter Based Generating Facilities

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.) Verification of inverter model's compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that **meets one or more of the following conditions:**

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Interconnection Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
- 4-3. Evidence of the Interconnection Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



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**RULE 21 GENERATOR INTERCONNECTION
AGREEMENT (GIA) FOR NET ENERGY
METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING
UNDER THE INDEPENDENT STUDY,
DISTRIBUTION STUDY, OR TRANSMISSION
CLUSTER PROCESS**

**RULE 21 GENERATOR INTERCONNECTION AGREEMENT (GIA)
FOR NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW
INTERCONNECTING UNDER THE INDEPENDENT STUDY,
DISTRIBUTION GROUP STUDY, OR TRANSMISSION CLUSTER STUDY
PROCESS**

BETWEEN

[INTERCONNECTION CUSTOMER]

AND

PACIFIC GAS AND ELECTRIC COMPANY

PROJECT: [PROJECT NAME]

Log #: _____ and Queue # _____



RULE 21
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Appendix A – Interconnection Facilities, Network Upgrades and Distribution Upgrades

Appendix B – Expected Date of Initial Operation

Appendix C – Interconnection Details

Appendix D – Security Arrangements Details

Appendix E – Commercial Operation Date

Appendix F – Addresses for Delivery of Notices and Billings

Appendix G – Interconnection Customer’s Share of Costs of Distribution Upgrades and
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[Appendix H – Requirements for Inverter Based Generating Facilities](#)



Pacific Gas and Electric Company

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GENERATOR INTERCONNECTION AGREEMENT

THIS GENERATOR INTERCONNECTION AGREEMENT ("GIA" or "Agreement") is made and entered into this ___ day of _____ 20__, by and between _____, a _____ organized and existing under the laws of the State/Commonwealth of _____ ("Interconnection Customer" with a Generating Facility), and Pacific Gas and Electric Company, a corporation organized and existing under the laws of the State of California ("Distribution Provider and/or Distribution Owner"). Interconnection Customer and Distribution Provider each may be referred to as a "Party" or collectively as the "Parties." This Agreement shall be used for interconnection to the Distribution System through the Independent Study Process or Distribution Group Study Process in the Distribution Provider's California Public Utilities Commission ("CPUC" or "Commission") approved Electric Rule 21 ("Rule 21"). This Agreement may also be used for interconnection to the Distribution System through the Transmission Cluster Study Process if FERC has approved changes to the Generator Interconnection Procedures set forth in the Distribution Provider's WDT which allow Interconnection Customer to sign this Agreement.

WHEREAS, Distribution Provider operates the Distribution System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Distribution Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Distribution System; and,

WHEREAS, the Interconnection Customer's Interconnection Request was studied under the [] Independent Study Process [] Distribution Group Study Process, or [] Transmission Cluster Study Process [check one]; and,

WHEREAS, the basis for the Parties entering into this Agreement is that Interconnection Customer is a NEM-2 eligible generating facility pursuant to California Public Utilities Code (PUC) section 2827.1 (as currently implemented by Commission Decision (D.)16-01-044); or, the basis for the Parties entering into this Agreement is: _____ (Insert Description or N/A) _____.



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NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or in Rule 21 or in the Distribution Provider's WDT.

Article 1. Definitions

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety, power quality, and reliability of the electric system.

Affected System shall mean an electric system other than the Distribution Provider's Distribution System or Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Distribution Provider's Distribution System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Distribution System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.



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Applicant shall mean the entity submitting an Interconnection Request pursuant to Rule 21.

Base Case shall mean data including, but not limited to, base case power flow, short circuit, and dynamic/stability data bases, underlying load, generation, and transmission facility assumptions, contingency lists, including relevant special protection systems, and transmission diagrams used to perform the Interconnection Studies. The Base Case may include Critical Energy Infrastructure Information (as that term is defined by FERC). The Base Case shall include (a) transmission facilities as approved by the Distribution Provider or CAISO, as applicable, (b) planned distribution upgrades that may have an impact on the Interconnection Request, (c) Distribution Upgrades and Network Upgrades associated with generating facilities in (iv) below, and (d) generating facilities that (i) are directly interconnected to the Distribution System or CAISO Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to the Distribution System, Transmission System, or an Affected System; or (iv) are not interconnected to the Distribution System or CAISO Grid, but are subject to a fully executed generator interconnection agreement (or its equivalent predecessor agreement) or for which an unexecuted generator interconnection agreement (or its equivalent predecessor agreement) has been requested to be filed with FERC.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the GIA.

Breaching Party shall mean a Party that is in Breach of the GIA.

Business Day shall mean Monday through Friday, excluding Federal and State Holidays.

CAISO shall mean the California Independent System Operator Corporation, a state-chartered, nonprofit, corporation that controls certain transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads.

CAISO Grid shall mean the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the CAISO's Operational Control.



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CAISO Tariff shall mean the California Independent System Operator Corporation Operating Agreement and Tariff, as it may be modified from time to time, and accepted by the FERC.

CAISO's Generator Interconnection Procedures (CAISO Tariff GIP) shall mean the procedures included in the CAISO Tariff to interconnect a Generating Facility directly to the CAISO Grid, as such procedures may be modified from time to time, and accepted by FERC.

Calendar Day shall mean any day including Saturday, Sunday or a Federal and State Holiday.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity, excluding electricity generated during period which the Producer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Commercial Operation Date shall mean the date on which a Generator at a Generating Facility commences Commercial Operation as agreed to by the Parties.

Commissioning Testing shall mean testing performed during the commissioning of all or part of a Generating Facility pursuant to Rule 21.

Confidential Information: See Rule 21 Section D.7 and Article 22 of this GIA.

Construction Activities shall mean actions by the Distribution Provider that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer that occur after receipt of all appropriate governmental approvals needed for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Control Area shall mean Control Area as defined in the CAISO Tariff.

Customer shall mean the entity that receives or is entitled to receive Distribution Service through Distribution Provider's Distribution System or is a retail Customer of Distribution Provider connected to the Transmission System.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the GIA.



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Detailed Study Agreement shall mean the agreement entered into by the Interconnection Customer and Distribution Provider which sets forth the Parties' agreement to perform Interconnection Studies under the Independent Study Process or the Distribution Group Study Process.

DGS Phase I Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.i.

DGS Phase II Interconnection Study shall mean the Distribution Group Study (DGS) Phase I Interconnection Study performed by the Distribution Provider under the Distribution Group Study Process per Rule 21 Section G.3.c.ii.

Distribution Group Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.c.

Distribution Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the GIA to the extent necessary.

Distribution Provider shall mean Pacific Gas and Electric Company.

Distribution Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled or operated by the Distribution Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the GIA, including any modifications, additions or upgrades to such facilities and equipment. Distribution Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Distribution Service shall mean the service of delivering energy over the Distribution System pursuant to the approved tariffs of the Distribution Provider other than services directly related to the Interconnection of a Generating Facility under Rule 21.

Distribution System shall mean all electric wires, equipment, and other facilities owned, controlled and operated by the Distribution Provider, other than Interconnection Facilities or the Transmission System, by which Distribution Provider provides Distribution Service to its Customers.



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Distribution Upgrades shall mean the additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Distribution Service. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the GIA becomes effective upon execution by the Parties.

Emergency shall mean whenever in Distribution Provider's discretion an Unsafe Operating Condition or other hazardous condition exists or whenever access is necessary for emergency service restoration, and such immediate action is necessary to protect persons, Distribution Provider's facilities or property of others from damage or interference caused by Interconnection Customer's Generating Facility, or the failure of protective device to operate properly, or a malfunction of any electrical system equipment or a component part thereof.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Distribution Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC shall mean the Federal Energy Regulatory Commission or its successor.

Full Capacity Deliverability Status shall be as defined in the CAISO Tariff.

Generating Facility shall mean all generators, electrical wires, equipment, and other facilities owned or provided by Producer for the purpose of producing electric power, including storage.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple Generators.



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Generator shall mean a device converting mechanical, chemical, or solar energy into electrical energy, including all of its protective and control functions and structural appurtenances. One or more Generators comprise a Generating Facility.

Generator Interconnection Agreement (GIA) shall mean the agreement between Distribution Provider and the Producer providing for the Interconnection of a Generating Facility that give certain rights and obligations to effect or end Interconnection.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility set forth in Attachment I of the Distribution Provider's WDT subject to any modifications FERC may direct in the exercise of its jurisdiction.

Generator Interconnection Study Process Agreement shall mean the agreement between the Distribution Customer and the Interconnection Customer for conducting the Interconnection Studies for a proposed Generating Facility under the Transmission Cluster Study Process, a *pro forma* version of which is set forth in Attachment 6 of the GIP.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Distribution Provider, or any Affiliate thereof.



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Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Independent Study Process shall mean the interconnection study process set forth in Rule 21 Section F.3.b. **Initial Synchronization Date** shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the estimated date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities.

Interconnection; Interconnected shall mean the physical connection of a Generating Facility in accordance with the requirements of Rule 21 so that Parallel Operation with Distribution Provider's Distribution or Transmission System can occur (has occurred).

Interconnection Customer: The definition of “Interconnection Customer” in this Agreement is intended to be identical to and used interchangeably with the definition of “Producer” in Rule 21.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the electrical wires, switches and related equipment that are required in addition to the facilities required to provide electric Distribution Service to a Customer to allow Interconnection. Interconnection Facilities may be located on either side of the Point of Common Coupling as appropriate to their purpose and design. Interconnection Facilities



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may be integral to a Generating Facility or provided separately. Interconnection Facilities may be owned by either the Producer or the Distribution Provider.

Interconnection Facilities Study shall mean a study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process to determine a list of facilities (including Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Distribution Provider's Distribution or Transmission System. The scope of the study is defined in Rule 21 Section G.3.c.

Interconnection Financial Security: Any of the financial instruments listed in Rule 21 Section F.4.a.

Interconnection Handbook shall mean a handbook, developed by the Distribution Provider and posted on the Distribution Provider's website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System; as such handbook may be modified or superseded from time to time. Distribution Provider's standards contained in the Interconnection Handbook shall be deemed consistent with Good Utility Practice and Applicable Reliability Standards. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

Interconnection Request shall mean an Applicant's request to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Distribution Provider's Distribution or Transmission System.

Interconnection Service shall mean the service provided by the Distribution Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Distribution Provider's Distribution System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the GIA and, if applicable, the Distribution Provider's Rule 21.



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Interconnection Study shall mean a study to establish the requirements for Interconnection of a Generating Facility with Distribution Provider's Distribution System or Transmission System, pursuant to Rule 21. For an Applicant in the Transmission Cluster Study Process, this shall mean any of the following studies: the Phase I Interconnection Study and the Phase II Interconnection Study described in Section 4.8 of the GIP. For an Applicant in the Distribution Group Study Process, this shall mean any of the following studies: the DGS Phase I Interconnection Study and the DGS Phase II Interconnection Study. For an Applicant in the Independent Study Process, this shall mean any of the following studies: the Interconnection System Impact Study and the Interconnection Facilities Study.

Interconnection System Impact Study shall mean an engineering study conducted by the Distribution Provider for an Interconnection Customer under the Independent Study Process that evaluates the impact of the proposed interconnection on the safety and reliability of Distribution Provider's Distribution System and/or Transmission System and, if applicable, an Affected System. The scope of the study is defined in Rule 21 Section G.3.c.

IRS shall mean the Internal Revenue Service.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification shall mean those modifications that have a material impact on cost or timing of any Interconnection Request with the same or a later queue priority date or a change in Point of Interconnection. A Material Modification does not include a change in ownership of a Generating Facility.

Metering shall mean the measurement of electrical power in kilowatts (kW) and/or energy in kilowatt-hours (kWh), and if necessary, reactive power in kVAR at a point, and its display to Distribution Provider, as required by Rule 21.

Metering Equipment shall mean all equipment, hardware, software, including meter cabinets, conduit, etc., that are necessary for Metering.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.



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Net Energy Metering (NEM): Metering for the receipt and delivery of electricity between Producer and Distribution Provider pursuant to California Public Utilities Code (PUC) sections 2827, 2827.1 (as currently implemented by Commission Decision (D.)16-01-044), 2827.8, or 2827.10.

Network Upgrades shall mean Network Upgrades as defined by the CAISO Tariff.

Operational Control shall mean the rights of the CAISO under the Transmission Control Agreement and the CAISO Tariff to direct the parties to the Transmission Control Agreement how to operate their transmission lines and facilities and other electric plant affecting the reliability of those lines and facilities for the purpose of affording comparable non-discriminatory transmission access and meeting applicable reliability criteria.

Parallel Operation shall mean the simultaneous operation of a Generator with power delivered or received by Distribution Provider while Interconnected. For the purpose of Rule 21, Parallel Operation includes only those Generating Facilities that are Interconnected with Distribution Provider's Distribution or Transmission System for more than 60 cycles (one second).

Participating Transmission Owner shall mean an entity which (i) owns, operates, and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (ii) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid.

Party or Parties shall mean Producer and/or Distribution Provider.

Phase I Interconnection Study shall mean an engineering study for Applicants in the Transmission Cluster Study Process as defined in the WDT.

Phase II Interconnection Study shall mean an engineering and operational study for Applicants in the Transmission Cluster Study Process conducted by the Distribution Provider to determine the Point of Interconnection and a list of facilities (including Distribution Provider's Interconnection Facilities, Network Upgrades, Distribution Upgrades, and Stand Alone Network Upgrades), the estimated cost of those facilities, the costs allocated to each project, and the estimated time required to interconnect the Generating Facility(ies) with the Distribution System. The portion of the study required to evaluate the impacts on the CAISO Grid will be coordinated with the CAISO and will be completed in a manner consistent with the CAISO Tariff GIP.



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Point of Change of Ownership shall mean the point, as set forth in Appendix A to the GIA, where the Interconnection Customer's Interconnection Facilities connect to the Distribution Provider's Interconnection Facilities.

Point of Interconnection shall mean the point where the Interconnection Facilities connect with Distribution Provider's Distribution or Transmission System. This may or may not be coincident with the Point of Common Coupling.

Pre-Construction Activities shall mean the actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section F.3.f. of Rule 21 or Section 6 of the GIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Producer shall mean the entity that executes a GIA with Distribution Provider. Producer may or may not own or operate the Generating Facility, but is responsible for the rights and obligations related to the Generator Interconnection Agreement.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the GIA, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Results Meeting for Applicants in the Transmission Cluster Study Process shall mean the meeting among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO and other Affected System operators to discuss the results of the Phase I Interconnection Study as set forth in Section 4.11 of the GIP. Results Meeting for Applicants in the Distribution Group Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to discuss either the results of the DGS Phase I Interconnection Study as set forth in Rule 21 Section F.3.c.v. or the results of the DGS Phase II Interconnection Study as set forth in Rule 21 Section F.3.c.xi. Results Meeting for Applicants in the Independent Study Process shall mean the meetings among the Distribution Provider, the Interconnection Customer, and, if applicable, the CAISO to



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discuss either the results of the Interconnection System Impact Study as set forth in Rule 21 Section 3.b.iii, or the results of the Interconnection Facilities Study as set forth in Rule 21 Section 3.b.ix.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Distribution Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the GIA.

System Integrity shall mean the condition under which Distribution Provider's Distribution and Transmission System is deemed safe and can reliably perform its intended functions in accordance with the safety and reliability rules of Distribution Provider.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Distribution Provider's Distribution System, the CAISO Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Distribution Provider's Distribution System, the CAISO Controlled Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

Transmission Cluster Study Process shall mean the Transmission Cluster Study Process set forth in GIP Section 4.

Transmission Control Agreement shall mean CAISO FERC Electric Tariff No. 7, as it may be modified from time to time, and accepted by the FERC, or any successor agreement.

Transmission System shall mean those transmission facilities owned by the Distribution Provider that have been placed under the CAISO's Operational Control and are part of the CAISO Grid, as defined in the CAISO Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.



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Uncontrollable Force shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.

Unsafe Operating Conditions shall mean conditions that, if left uncorrected, could result in harm to personnel, damage to equipment, loss of System Integrity or operation outside pre-established parameters required by the Generator Interconnection Agreement.

WDT shall mean the Wholesale Distribution Tariff, the Distribution Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with FERC, and as amended or supplemented from time to time, or any successor tariff.

Article 2. Effective Date, Term, and Termination

2.1. **Effective Date.** This GIA shall become effective upon execution by the Parties.

2.2. **Termination Procedures.**

2.2.1. **Written Notice.** This GIA may be terminated by Interconnection Customer after giving Distribution Provider ninety (90) Calendar Days advance written notice, or by Distribution Provider after the Generating Facility permanently ceases Commercial Operation.

2.2.2. **Default.** Either Party may terminate this GIA in accordance with Article 17.

2.2.3. **NEM-2 eligibility.** If Rule 21 applicability for this interconnection is based on the Interconnection Customer maintaining NEM-2 eligibility and metering for the receipt and delivery of electricity between Producer and Distribution Provider pursuant to California Public Utilities Code (PUC) section 2827.1 (as currently implemented by Commission Decision (D.)16-01-044), NEM-2 eligibility, then this provision applies and Distribution Provider may terminate this GIA if Interconnection Customer fails to maintain its NEM-2 eligibility for the term of this GIA.



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- 2.2.3.1. If Section 2.3.3 applies, the Interconnection Customer is responsible for maintaining NEM-2 eligibility and must notify Distribution Provider sixty (60) Calendar Days in advance of Interconnection Customer failing to maintain its NEM-2 eligibility, or selling to a third-party. If Interconnection Customer fails to provide such notice, it is wholly responsible for any penalties incurred from any Governmental Authority or the CAISO, including penalties and charges incurred by the Distribution Provider as a result of this failure to notify the Distribution Provider.
- 2.2.4. If Interconnection Customer is no longer eligible for a Rule 21 interconnection then Distribution Provider may terminate this Agreement.
- 2.2.5. Notwithstanding Articles 2.3.1 and 2.3.2, and 2.3.3, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4.
- 2.3. Termination Costs.** If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the non-terminating Party's receipt of such notice of termination, that are the responsibility of the Party under this GIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA:
- 2.3.1. With respect to any portion of Distribution Provider's Interconnection Facilities that have not yet been constructed or installed, Distribution Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Distribution Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Distribution Provider for



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any or all such costs of materials or equipment not taken by Interconnection Customer, Distribution Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Distribution Provider to cancel any pending orders of or return such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA or its GIA is terminated pursuant to Article 2.3 above, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Distribution Upgrades and Network Upgrades for which Distribution Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

- 2.3.2. Distribution Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Distribution Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.
- 2.3.3. With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.
- 2.4. **Disconnection.** Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.
- 2.5. **Survival.** This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this



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GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

Article 3. [Intentionally Omitted]

Article 4. Scope of Service

- 4.1. **Interconnection Service.** Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Distribution System and be eligible to deliver the Generating Facility's output using the capacity of the Distribution System to the CAISO Grid. To the extent Interconnection Customer wants to receive Interconnection Service, Distribution Provider shall construct facilities identified in Appendices A and C that the Distribution Provider is responsible to construct.
- 4.2. **Provision of Service.** Distribution Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.
- 4.3. **Performance Standards.** Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this GIA for its compliance therewith. If such Party is a Distribution Provider or Distribution Owner, then that Party shall amend the GIA.
- 4.4. **No Distribution Service or Transmission Service.** The execution of this GIA does not constitute a request for, or the provision of, Distribution Service under any tariff or transmission service under any tariff.

Article 5. Interconnection Facilities Engineering, Procurement, and Construction

- 5.1. **Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the Expected Initial Operation Date, and either Standard Option or Option to Build set forth below for completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades as set forth in Appendix A, Interconnection Facilities, Distribution Upgrades, and Network Upgrades, and the date and selected option shall be set forth in Appendix B, Expected Initial Operation Date.



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5.1.1. **Standard Option.** Distribution Provider shall design, procure, and construct Distribution Provider's Interconnection Facilities and Distribution Upgrades using Reasonable Efforts to complete Distribution Provider's Interconnection Facilities and Distribution Upgrades by the date set forth in Appendix B, Expected Initial Operation Date. Network Upgrades shall be designed, procured, and constructed in accordance with the CAISO Tariff using Reasonable Efforts to complete Network Upgrades by the date set forth in Appendix B, Expected Initial Operation Date. Distribution Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event Distribution Provider reasonably expects that it will not be able to complete Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades by the specified date, Distribution Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest date thereafter.

5.1.2. **[Intentionally Omitted]**

5.1.3. **Option to Build.** If the date designated by Interconnection Customer is not acceptable to Distribution Provider and if the Parties agree, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades. Interconnection Customer's Option to Build and any design, procurement, and construction pursuant to this option shall be subject to the approval of Distribution Provider and the provisions of Rule 21 Section I. Distribution Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option. If Distribution Provider does not approve Interconnection Customer's Option to Build, the Standard Option applies.

5.2. **General Conditions Applicable to Option to Build.** If Interconnection Customer assumes responsibility for the design, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades,



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- (1) Interconnection Customer shall engineer, procure equipment, and construct Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Distribution Provider;
- (2) Interconnection Customer's engineering, procurement and construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Distribution Provider would be subject in the engineering, procurement or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) Distribution Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) Prior to commencement of construction, Interconnection Customer shall provide to Distribution Provider a schedule for construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Distribution Provider;
- (5) At any time during construction, Distribution Provider shall have the right to gain unrestricted access to Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;
- (6) At any time during construction, should any phase of the engineering, equipment procurement, or construction of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Distribution Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (7) Interconnection Customer shall indemnify Distribution Provider for claims arising from Interconnection Customer's construction of Distribution Provider's Interconnection Facilities and Stand Alone



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Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

- (8) Interconnection Customer shall transfer control of Distribution Provider's Interconnection Facilities to the Distribution Provider and shall transfer Operational Control of Stand Alone Network Upgrades to the CAISO;
- (9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Distribution Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Distribution Provider;
- (10) Distribution Provider shall approve and accept for operation and maintenance Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and
- (11) Interconnection Customer shall deliver to Distribution Provider "as-built" drawings, information, and any other documents that are reasonably required by Distribution Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Distribution Provider.

5.3. **[Intentionally Omitted.]**

5.4. **Power System Stabilizers.** The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with Applicable Reliability Standards, the guidelines and procedures established by the Applicable Reliability Council, and in accordance with the provisions of Section 4.6.5.1 of the CAISO Tariff. Distribution Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Distribution Provider and Distribution Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators of the induction type.

5.5. **Equipment Procurement.** If responsibility for construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades is to be borne by Distribution Provider, then Distribution Provider



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shall commence design of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

- 5.5.1. Distribution Provider has completed the Interconnection Studies pursuant to the Generator Interconnection Study Process Agreement for Transmission Cluster Study Process Applicants, or Distribution Provider has completed the Interconnection Studies pursuant to the Detailed Study Agreement for Independent Study Process or Distribution Group Study Process Applicants.
 - 5.5.2. Distribution Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Expected Initial Operation Date; and
 - 5.5.3. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5.
- 5.6. **Construction Commencement.** Distribution Provider shall commence construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:
- 5.6.1. Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
 - 5.6.2. Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades;
 - 5.6.3. Distribution Provider has received written authorization to proceed with construction from Interconnection Customer Expected Initial Operation Date; and
 - 5.6.4. Interconnection Customer has provided security to Distribution Provider in accordance with Article 11.5.
- 5.7. **Work Progress.** The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party.



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If, at any time, Interconnection Customer determines that the completion of Distribution Provider's Interconnection Facilities will not be required until after a specified In-Service Date, Interconnection Customer will provide written notice to Distribution Provider of such later date upon which the completion of Distribution Provider's Interconnection Facilities will be required.

- 5.8. **Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Distribution Provider's Distribution System, and shall work diligently and in good faith to make any necessary design changes.
- 5.9. **Limited Operation.** If any of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Distribution Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Distribution Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.
- 5.10. **Interconnection Customer's Interconnection Facilities ('ICIF').** Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.
- 5.10.1. **Interconnection Customer's Interconnection Facility Specifications.** Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Distribution Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Distribution Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider and comment on such specifications within thirty



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(30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2. **Distribution Provider's Review.** Distribution Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Distribution Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of Distribution Provider.

5.10.3. **ICIF Construction.** The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Distribution Provider "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Distribution Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.10.4. **Interconnection Customer to Meet Requirements of the Distribution Provider's Interconnection Handbook.** The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this GIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this GIA shall govern.

5.11. **Distribution Provider's Interconnection Facilities Construction.** Distribution Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one



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hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Distribution Provider shall deliver to Interconnection Customer the following “as-built” drawings, information and documents for Distribution Provider's Interconnection Facilities: No as-built drawings will be provided.

Distribution Provider will obtain control for operating and maintenance purposes of Distribution Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities. Pursuant to Article 5.2, the CAISO will obtain Operational Control of the Stand Alone Network Upgrades prior to the Commercial Operation Date.

- 5.12. **Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish at no cost to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.
- 5.13. **Lands of Other Property Owners.** If any part of Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Distribution Provider or Distribution Owner, Distribution Provider or Distribution Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove



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Distribution Provider or Distribution Owner's Interconnection Facilities, Distribution Upgrades, and/or Network Upgrades upon such property.

- 5.14. **Permits.** Distribution Provider or Distribution Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Distribution Provider or Distribution Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Distribution Provider's own, or an Affiliate's generation.
- 5.15. **Early Construction of Base Case Facilities.** Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's Expected Date of Initial Operation, all or any portion of any Distribution Upgrades required for Interconnection Customer to be interconnected to the Distribution System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. Network Upgrades required for Interconnection Customer to be interconnected to the Distribution System shall be constructed in accordance with the CAISO Tariff. Interconnection Customer shall be responsible for all costs incurred pursuant to this Article 5.15.
- 5.16. **[Intentionally Omitted.]**
- 5.17. **Taxes.**
- 5.17.1. **Interconnection Customer Payments Not Taxable.** The Parties intend that all payments or property transfers made by Interconnection Customer to Distribution Provider for the installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws.
- 5.17.2. **Representations and Covenants.** In accordance with IRS Notice 2001-82 and IRS Notice 88-129, Interconnection Customer represents



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and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Distribution System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Distribution Provider for Distribution Provider's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of Distribution Provider's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 88-129, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 88-129. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Distribution Provider's request, Interconnection Customer shall provide Distribution Provider with a report from an independent engineer confirming its representation in clause (iii), above. Distribution Provider represents and covenants that the cost of Distribution Provider's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

- 5.17.3. **Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon the Distribution Provider.** Notwithstanding Article 5.17.1, Interconnection Customer shall protect, indemnify and hold harmless Distribution Provider from the cost consequences of any current tax liability imposed against Distribution Provider as the result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Distribution Provider.

Distribution Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Distribution Provider has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Distribution Provider should be reported as income subject to taxation or (ii) any Governmental



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Authority directs Distribution Provider to report payments or property as income subject to taxation; provided, however, that Distribution Provider may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Distribution Provider (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences of any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Distribution Provider for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Distribution Provider of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten year testing period and the applicable statute of limitation, as it may be extended by Distribution Provider upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

- 5.17.4. **Tax Gross-Up Amount.** Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Distribution Provider, in addition to the amount paid for the Interconnection Facilities, Distribution Upgrades, and Network Upgrades, an amount equal to (1) the current taxes imposed on Distribution Provider ("Current Taxes") on the excess of (a) the gross income realized by Distribution Provider as a result of payments or property transfers made by Interconnection Customer to Distribution Provider under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Distribution Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Distribution Provider's composite federal and state tax rates at the time the payments or property transfers are received and Distribution Provider will be treated as being subject to tax at the highest marginal



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rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Distribution Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Distribution Provider's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Distribution Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

- 5.17.5. **Private Letter Ruling or Change or Clarification of Law.** At Interconnection Customer's request and expense, Distribution Provider shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Distribution Provider under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Distribution Provider and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Distribution Provider shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Distribution Provider shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

- 5.17.6. **Subsequent Taxable Events.** If, within 10 years from the date on which the relevant Distribution Provider's Interconnection Facilities are placed in service, (i) Interconnection Customer Breaches the covenants contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Provider retains ownership of the Interconnection



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Facilities, Distribution Upgrades, and Network Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Distribution Provider, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

- 5.17.7. **Contests.** In the event any Governmental Authority determines that Distribution Provider's receipt of payments or property constitutes income that is subject to taxation, Distribution Provider shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Distribution Provider may file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Distribution Provider reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Distribution Provider shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Distribution Provider may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Distribution Provider, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement



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amount shall be calculated on a fully-grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Distribution Provider for the tax at issue in the contest.

5.17.8. **Refund.** In the event that (a) a private letter ruling is issued to Distribution Provider which holds that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Distribution Provider in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Distribution Provider under the terms of this GIA is not taxable to Distribution Provider, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Distribution Provider are not subject to federal income tax, or (d) if Distribution Provider receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Distribution Provider pursuant to this GIA, Distribution Provider shall promptly refund to Interconnection Customer the following:

- (i) any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,
- (ii) interest on any amounts paid by Interconnection Customer to Distribution Provider for such taxes which Distribution Provider did not submit to the taxing authority, calculated using an interest rate equal to one-twelfth of the Federal Reserve three-month Commercial paper Rate – Non-Financial, from the Federal Reserve Statistical Release H.15 (expressed as an annual rate) from the date payment was made by Interconnection Customer to the date Distribution Provider refunds such payment to Interconnection Customer, and
- (iii) with respect to any such taxes paid by Distribution Provider, any refund or credit Distribution Provider receives or to which it may be entitled from any Governmental Authority, interest



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(or that portion thereof attributable to the payment described in clause (i), above) owed to Distribution Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Distribution Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Distribution Provider will remit such amount promptly to Interconnection Customer only after and to the extent that Distribution Provider has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to Distribution Provider's Interconnection Facilities.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities, Distribution Upgrades, and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9. **Taxes Other Than Income Taxes.** Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Distribution Provider may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Distribution Provider for which Interconnection Customer may be required to reimburse Distribution Provider under the terms of this GIA. Interconnection Customer shall pay to Distribution Provider on a periodic basis, as invoiced by Distribution Provider, Distribution Provider's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Distribution Provider shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Distribution Provider for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Distribution Provider.

5.17.10. **Distribution Owners Who Are Not Distribution Providers.** If Distribution Provider is not the same entity as the Distribution Owner, then (i) all



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references in this Article 5.17 to Distribution Provider shall be deemed also to refer to and to include the Distribution Owner, as appropriate, and (ii) this GIA shall not become effective until such Distribution Owner shall have agreed in writing to assume all of the duties and obligations of Distribution Provider under this Article 5.17 of this GIA.

5.18. **Tax Status.** Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this GIA is intended to adversely affect any Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19. **Modification.**

5.19.1. **General.** Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Distribution Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System, Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2. **Standards.** Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.



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5.19.3. **Modification Costs.** Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Distribution Provider makes to Distribution Provider's Interconnection Facilities or the Distribution System to facilitate the interconnection of a third party to Distribution Provider's Interconnection Facilities or the Distribution System, or to provide transmission service to a third party under Distribution Provider's applicable tariffs. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

Article 6. Testing and Inspection

- 6.1. **Commissioning Testing and Pre-Commercial Operation Date Testing and Modifications.** Prior to commencing Parallel Operation of a Generating Facility with Distribution Provider's system, Commissioning Testing shall be conducted pursuant to Rule 21. However, Interconnection Customer shall not commence Parallel Operation of its Generating Facility unless it has received Distribution Provider's express written permission to do so. Prior to the Commercial Operation Date, Distribution Provider shall test Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.
- 6.2. **Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.



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- 6.3. **Right to Observe Testing.** Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right to observe such testing. Costs associated with this Article are subject to the relevant provisions of Rule 21.
- 6.4. **Right to Inspect.** Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

Article 7. Metering

- 7.1. **General.** Each Party shall comply with any Applicable Reliability Standards and the Applicable Reliability Council requirements. The Interconnection Customer shall comply with the provisions of Rule 21 regarding metering. Unless otherwise agreed by the Parties, Distribution Provider may install additional Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at Distribution Provider's option, compensated to, the Point of Interconnection. Interconnection Customer's access to meter data shall be provided in accordance with Rule 21. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.
- 7.2. **Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the CAISO-pollled meters or Distribution Provider's meters. Such check meters shall be for check



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purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except in the case that no other means are available on a temporary basis at the option of the Distribution Provider. The check meters shall be subject at all reasonable times to inspection and examination by Distribution Provider or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

- 7.3. **Distribution Provider Retail Metering.** Distribution Provider may install retail revenue quality meters and associated equipment, pursuant to the Distribution Provider's applicable retail tariffs.

Article 8. Communications

- 8.1. **Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Distribution Provider's Distribution System dispatcher or representative designated by Distribution Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Distribution Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Distribution Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.
- 8.2. **Telemetry.** The Parties shall comply with the provisions of the Rule 21 regarding telemetry.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.



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- 8.3. **No Annexation.** Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

Article 9. Operations

- 9.1. **General.** Each Party shall comply with Applicable Reliability Standards and the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2. **[Intentionally Omitted.]**
- 9.3. **Distribution Provider Obligations.** Distribution Provider shall cause the Distribution System and Distribution Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. Distribution Provider may provide operating instructions to Interconnection Customer consistent with this GIA and Distribution Provider's operating protocols and procedures as they may change from time to time. Distribution Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.
- 9.4. **Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.
- 9.4.1. Program specific information relating to the Interconnection Customer's Generating Facility and any associated arrangements (i.e. NEM2, NEM2A, NEM2MT, NEM2V, NEM2VMSH (1 SDP), and NEMVMSH (DEV)) will be set forth in Appendix C of this GIA.



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- 9.4.2. In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 9.4.3. Applicant certifies as a part of each interconnection request for NEM2 that
- 9.4.3.1. a warranty of at least 10 years has been provided on all equipment and on its installation, or
- 9.4.3.2. a 10-year service warranty or executed “agreement” has been provided ensuring proper maintenance and continued system performance.
- 9.4.4. NEM-2 Applicants must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.
- 9.5. **Start-Up and Synchronization.** Consistent with the Parties’ mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to Distribution Provider’s Distribution System.
- 9.6. **Reactive Power.**
- 9.6.1. **Power Factor Design Criteria.** The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection and the Generating Facility shall be capable of operating within a power factor range of 0.9 leading to 0.9 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated generators in the balancing authority area on a comparable basis. Operation outside this range is acceptable provided the reactive power of the Generating Facility is used to meet the reactive power needs of the Host Loads or that reactive power is otherwise provided under tariff by Distribution Provider. The Interconnection Customer shall notify Distribution Provider if it is using the Generating Facility for power factor correction. Unless otherwise agreed upon by the Interconnection Customer and Distribution



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Provider, Generating Facilities shall automatically regulate power factor, not voltage, while operating in parallel with Distribution Provider's Distribution System.

9.6.2. **Governors and Regulators.** Whenever the Generating Facility is operated in parallel with the Distribution System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in a manner consistent with Rule 21.

9.7. **Outages and Interruptions.**

9.7.1. **Outages.**

9.7.1.1. **Outage Authority and Coordination.** Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities, Distribution Upgrades, or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

9.7.1.2. **Outage Schedules.** Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Distribution Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Distribution Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Distribution System and Transmission System. Distribution Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any



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additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Distribution Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities. Distribution Provider shall have no obligation to pay Interconnection Customer any costs the Interconnection Customer incurs as the result of being directed by the CAISO to reschedule maintenance.

9.7.1.3. **Outage Restoration.** If an outage on a Party's Interconnection Facilities, Distribution Upgrades, or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2. **Interruption of Service.** If required by Good Utility Practice to do so, Distribution Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Distribution Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Distribution System and Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1. The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2. Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all



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generating facilities directly connected to the Distribution System;

9.7.2.3. When the interruption or reduction must be made under circumstances which do not allow for advance notice, Distribution Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

9.7.2.4. Except during the existence of an Emergency, when the interruption or reduction can be scheduled without advance notice, Distribution Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Distribution Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Distribution Provider;

9.7.2.5. The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Distribution System and Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3. **[Intentionally Omitted.]**

9.7.4. **System Protection and Other Control Requirements.**

9.7.4.1. **System Protection Facilities.** Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer's Interconnection Facilities. Distribution Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Distribution Provider's Interconnection Facilities, Distribution System, or the Transmission System as a result of the interconnection of the Generating Facility and Interconnection Customer's Interconnection Facilities.



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- 9.7.4.2. Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Applicable Reliability Standards, Applicable Reliability Council criteria, and Good Utility Practice.
- 9.7.4.3. Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.
- 9.7.4.4. Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.
- 9.7.4.5. Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook.
- 9.7.4.6. Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice, the standards and procedures of the Distribution Provider, including, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.
- 9.7.5. **Requirements for Protection.** In compliance with Good Utility Practice and, if applicable, the requirements of the Distribution Provider's Interconnection Handbook, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Distribution System not



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otherwise isolated by Distribution Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Distribution System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Distribution System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Distribution System could adversely affect the Generating Facility.

- 9.7.6. **Power Quality.** Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard or any alternative Applicable Reliability Standard or Applicable Reliability Council standard. In the event of a conflict among ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, or any alternative Applicable Reliability Standard or Applicable Reliability Council standard, the alternative Applicable Reliability Standard or Applicable Reliability Council standard shall control.
- 9.8. **Switching and Tagging Rules.** Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.
- 9.9. **Use of Interconnection Facilities by Third Parties.**
- 9.9.1. **Purpose of Interconnection Facilities.** Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the



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sole purpose of interconnecting the Generating Facility to the Distribution System and shall be used for no other purpose.

- 9.9.2. **Third Party Users.** If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Distribution Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Distribution Provider, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to CPUC for resolution if the third party user is seeking a CPUC-jurisdictional use and by FERC if the third party user is seeking a FERC-jurisdictional use. Interconnection Customer agrees to be bound by any such resolution by FERC.

- 9.10. **Disturbance Analysis Data Exchange.** The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Distribution Provider's Distribution System and Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

Article 10. Maintenance

- 10.1. **Distribution Provider Obligations.** Distribution Provider shall maintain the Distribution System, Transmission System and Distribution Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.



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- 10.2. **Interconnection Customer Obligations.** Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.
- 10.3. **Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.
- 10.4. **Secondary Systems.** Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 10.5. **Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Distribution Provider's Interconnection Facilities.

Article 11. Performance Obligations

- 11.1. **Interconnection Customer Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.
- 11.2. **Distribution Provider's Interconnection Facilities.** Distribution Provider or Distribution Owner shall design, procure, construct, install, own and/or control the Distribution Provider's Interconnection Facilities described in Appendix A,



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Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

11.3. **Network Upgrades and Distribution Upgrades.** Distribution Provider or Distribution Owner shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. Network Upgrades shall be designed, procured, and constructed in accordance with the CAISO Tariff. The Interconnection Customer shall be responsible for all costs related to Distribution Upgrades or Network Upgrades.

11.4. **Transmission Credits.**

11.4.1. Repayment of Amounts Advanced for Network Upgrades.

11.4.1.1. To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Distribution Provider and Affected System Operator, if any, for the Network Upgrades, including any tax gross-up or other tax-related payments associated with Network Upgrades, and not refunded to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network



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Upgrades, and no cash repayment shall be made pursuant to this Agreement.

11.4.1.2. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1, the Interconnection Customer, Distribution Provider, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Distribution Provider and Affected System Operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Distribution Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

11.4.1.3. If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Distribution Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 11.4.1.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

11.4.2. **Special Provisions for Affected Systems.** Unless Distribution Provider provides, under the GIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by



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Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

11.4.3. Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

11.5. **Provision of Interconnection Financial Security.** The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Rule 21 Section F.4 if studied under the Independent Study Process or Distribution Group Study Process. The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Section 4.23 of the GIP if studied under the Transmission Cluster Study Process.

Article 12. Invoice

12.1. **General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2. **Final Invoice.** Within twelve (12) months after completion of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades, Distribution Provider shall provide an invoice of the final cost of the construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Distribution Provider shall refund to Interconnection Customer any



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amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

- 12.3. **Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.

Article 13. Emergencies Consistent with Rule 21

- 13.1. **Emergencies.** Emergencies shall be handled in a manner consistent with Rule 21.

Article 14. Regulatory Requirements and Governing Law

- 14.1. **Regulatory Requirements.** Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

14.2. **Governing Law.**

14.2.1. The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state of California, without regard to its conflicts of law principles.

14.2.2. This GIA is subject to all Applicable Laws and Regulations.

14.2.3. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.



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Article 15. Notices.

15.1. **General.** Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2. **Billings and Payments.** Billings and payments shall be sent to the addresses set out in Appendix F.

15.3. **Alternative Forms of Notice.** Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4. **Operations and Maintenance Notice.** Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Uncontrollable Force

16.1. **Uncontrollable Force.**

16.1.1. Economic hardship is not considered an Uncontrollable Force event.

16.1.2. Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Uncontrollable Force. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of an Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article



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shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Uncontrollable Force, the time and date when the Uncontrollable Force occurred and when the Uncontrollable Force is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

Article 17. Default

17.1. Default

17.1.1. **General.** No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force as defined in this GIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2. **Right to Terminate.** If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.



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Article 18. Indemnity, Consequential Damages and Insurance

18.1. **Indemnity.** The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this GIA on behalf of the Indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.

18.1.1. **Indemnified Person.** If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2. **Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3. **Indemnity Procedures.** Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the Indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those



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available to the Indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be reasonably withheld, conditioned or delayed.

- 18.1.4 **Exemption.** This entire Section 18.1 does not apply to either Party where the Interconnection Customer is prohibited from providing Distribution Provider the indemnity contained herein by CA Constitution Article XVI, Section 6, and where no law expressly authorizes such indemnity.
- 18.2. **Consequential Damages.** In no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.
- 18.3. **Insurance.** Each party shall, at its own expense, maintain in force throughout the period of this GIA, and until released by the other Party, the following



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minimum insurance coverages, with insurers authorized to do business in the state where the Point of Interconnection is located:

- 18.3.1. Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.
- 18.3.2. Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.
- 18.3.3. Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 18.3.4. Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of One Million Dollars (\$1,000,000) per MW, of Generating Facility capacity, rounded up to the nearest MW, per occurrence, up to a maximum of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5. The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Group and provide thirty (30) Calendar Days advance



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written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.

- 18.3.6. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7. The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8. The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this GIA.
- 18.3.9. Within ten (10) Calendar Days following execution of this GIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, each Party shall provide certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10. Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by



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Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

18.3.11. The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

Article 19. Assignment

19.1. **Assignment.** This GIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this GIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of Distribution Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Distribution Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Distribution Provider of the date and particulars of any such exercise of assignment right(s), including providing the Distribution Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

20.1. **Severability.** If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if



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Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Distribution Provider) seeks and obtains such a final determination with respect to any provision of the Option to Build (Article 5.1.3), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

Article 21. Comparability

21.1. **Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

22.1. **Definition of Confidential Information.** The confidentiality provisions applicable to this Agreement are set forth in Rule 21, Section D.7 (Confidentiality) and in the following provisions included in this Article.

22.1.1. **Release of Confidential Information.** Neither Party shall release or disclose Confidential Information to any other person, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Article and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article.

22.1.2. **Rights.** Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.3. **No Warranties.** By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or



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Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

- 22.1.4. **Standard of Care.** Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination; however, in no case shall a Party use less than reasonable care in protecting Confidential Information. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under this Agreement or its regulatory requirements.
- 22.1.5. **Order of Disclosure.** If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
- 22.1.6. **Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article.



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Article 23. Environmental Releases

- 23.1. Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

Article 24. Information Requirements

- 24.1. **Information Acquisition.** Distribution Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.
- 24.2. **Information Submission by Distribution Provider.** The initial information submission by Distribution Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Distribution System and Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Distribution Provider shall provide Interconnection Customer a status report on the construction and installation of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.
- 24.3. **Updated Information Submission by Interconnection Customer.** The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. If studied under the Transmission Cluster Study Process, Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. If studied under Independent Study Process or the Distribution Group Study Process, Interconnection Customer shall submit a completed copy of the



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Generating Facility data requirements contained in the Rule 21 Interconnection Application for Exporting Generating Facilities. It shall also include any additional information provided to Distribution Provider for the Interconnection Studies. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Distribution Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to Distribution Provider pursuant to the Detailed Study Agreement between Distribution Provider and Interconnection Customer, then Distribution Provider will conduct appropriate studies to determine the impact on Distribution Provider Distribution System and Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

- 24.4. **Information Supplementation.** Prior to the Trial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all “as-built” Generating Facility information or “as-tested” performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit “step voltage” test on the Generating Facility to verify proper operation of the Generating Facility’s automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility’s terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Distribution Provider for each individual generating unit in a station.



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Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Distribution Provider any information changes due to equipment replacement, repair, or adjustment. Distribution Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Distribution Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access and Audit Rights

- 25.1. **Information Access.** Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.
- 25.2. **Reporting of Non-Uncontrollable Force Events.** Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than an Uncontrollable Force event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this GIA.
- 25.3. **Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Distribution Provider's efforts to allocate responsibility for interruption or reduction of generation on the Distribution System, and each Party's actions in an Emergency. Any audit authorized by this article shall be performed at the



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offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4. **Audit Rights Periods.**

25.4.1. **Audit Rights Period for Construction-Related Accounts and Records.** Accounts and records related to the design, engineering, procurement, and construction of Distribution Provider's Interconnection Facilities, Distribution Upgrades, and Network Upgrades shall be subject to audit for a period of twenty-four months following Distribution Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2. **Audit Rights Period for All Other Accounts and Records.** Accounts and records related to either Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

25.5. **Audit Results.** If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Article 26. Subcontractors

26.1. **General.** Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2. **Responsibility of Principal.** The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring



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Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Distribution Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

- 26.3. **No Limitation by Insurance.** The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

- 27.1. **Disputes.** Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Independent Study Process or Distribution Group Study Process regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21. Any dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party's performance of its obligations pursuant to the WDT (e.g., any dispute regarding the Application Process, the Transmission Cluster Study Process, including the cost allocation of upgrades, the classification of upgrades as either Distribution Upgrades or Network Upgrades, posting of financial security and refunds) will be resolved pursuant to dispute resolution procedures in the WDT. Any other dispute arising between Distribution Provider and an Interconnection Customer studied under the Transmission Cluster Study Process regarding a Party's performance of its obligations related to this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

Article 28. Representations, Warranties, and Covenants

- 28.1. **General.** Each Party makes the following representations, warranties and covenants:
- 28.1.1. **Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility,



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Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

- 28.1.2. **Authority.** Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).
- 28.1.3. **No Conflict.** The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.
- 28.1.4. **Consent and Approval.** Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

Article 29. [Reserved]

Article 30. Miscellaneous

- 30.1. **Binding Effect.** This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 30.2. **Conflicts.** In the event of a conflict between this GIA and Rule 21, the terms and provisions of Rule 21 shall prevail. For Interconnection Customers studied under the Transmission Cluster Study Process, in the event of a conflict between applicable provisions of the WDT and Rule 21, the provisions of the



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WDT shall prevail with respect to parts of the interconnection process performed under the WDT; Rule 21 shall prevail with respect to all other matters.

- 30.3. **Rules of Interpretation.** This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".
- 30.4. **Entire Agreement.** This GIA, including all incorporated tariff provisions and the Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this GIA.
- 30.5. **No Third Party Beneficiaries.** This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.



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- 30.6. **Waiver.** The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Distribution Provider. Any waiver of this GIA shall, if requested, be provided in writing.

- 30.7. **Headings.** The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.

- 30.8. **Multiple Counterparts.** This GIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

- 30.9. **Amendment.** The Parties may by mutual agreement amend this GIA by a written instrument duly executed by the Parties.

- 30.10. **Modification by the Parties.** The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

- 30.11. **Incorporation of Rule 21 into Agreement and CPUC Modification.** Rule 21, subject to any modifications the CPUC may direct in the exercise of its jurisdiction, is incorporated in its entirety into this GIA. Unless otherwise ordered by the CPUC, this GIA at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. Notwithstanding the foregoing, if provisions of this GIA or the Parties' obligations are dictated by the WDT or the results of the Transmission Cluster Study process under the WDT (e.g., provisions related to the classification of upgrades as either Distribution Upgrades or Network Upgrades and the allocation of costs of facilities), they are not subject to modification by the CPUC.

- 30.12. **No Partnership.** This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the



Pacific Gas and Electric Company

RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR NET ENERGY METERING (NEM-2) GENERATING FACILITIES GREATER THAN 1,000 KW INTERCONNECTING UNDER THE INDEPENDENT STUDY, DISTRIBUTION STUDY, OR TRANSMISSION CLUSTER PROCESS

Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

IN WITNESS WHEREOF, the Parties have executed this GIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

Signature lines for Interconnection Company Name and PACIFIC GAS AND ELECTRIC COMPANY, including fields for Signature, Print Name, Title, and Date.



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RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix A to GIA

**Interconnection Facilities, Network Upgrades and Distribution
Upgrades**

1. Interconnection Facilities:

(a) [insert Interconnection Customer's Interconnection Facilities]:

(b) [insert Distribution Provider's Interconnection Facilities]:

2. Network Upgrades:

(a) Stand Alone Network Upgrades:

(b) Other Network Upgrades:

3. Distribution Upgrades:



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RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix B to GIA

Expected Initial Operation Date



*Pacific Gas and
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RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix C to GIA

Interconnection Details



RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix D to GIA

Security Arrangements Details

Infrastructure security of Distribution System and Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Distribution System reliability and operational security. The CPUC will expect the CAISO, all transmission providers, market participants, and interconnection customers interconnected to the Distribution System and Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.



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RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix E to GIA

Commercial Operation Date

This Appendix E is a part of the GIA between Distribution Provider and Interconnection Customer.

[Date]

[Distribution Provider Address]

Re: _____ Generating Facility

Dear _____:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. _____. This letter confirms that **[Interconnection Customer]** commenced Commercial Operation of Unit No. ____ at the Generating Facility, effective as of **[Date plus one day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]



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RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix F to GIA

Addresses for Delivery of Notices and Billings

Notices:

Distribution Provider:

[Contact Information to be supplied]

Interconnection Customer:

[Contact Information to be supplied]

Billings and Payments:

Distribution Provider:

[Contact Information to be supplied]

Interconnection Customer:

[Contact Information to be supplied]



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Electric Company*®

RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Distribution Provider:

[Contact Information to be supplied]

Interconnection Customer:

[Contact Information to be supplied]



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Electric Company*®

RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix G to GIA

**Interconnection Customer's Share of Costs of Distribution Upgrades
and Network Upgrades for Applicable Project Group**



RULE 21
GENERATOR INTERCONNECTION AGREEMENT (GIA) FOR
NET ENERGY METERING (NEM-2) GENERATING FACILITIES
GREATER THAN 1,000 KW INTERCONNECTING UNDER THE
INDEPENDENT STUDY, DISTRIBUTION STUDY, OR
TRANSMISSION CLUSTER PROCESS

Appendix H to GIA

Requirements for Inverter Based Generating Facilities

For Interconnection Customer applications received on or after September 9, 2017, the Interconnection Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Interconnection Customer inverter. Interconnection Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Interconnection Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Interconnection Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.) Verification of inverter model's compliance with such requirements shall be provided by the Interconnection Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that **meets one or more of the following conditions:**

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Interconnection Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Interconnection Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Interconnection Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Interconnection Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
- 4-3. Evidence of the Interconnection Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

This Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less, (Agreement) is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate solar electric generation for the Customer-Generator or designated agent of the Customer-Generator sized no larger than for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2VMSH).

The purpose of this Agreement is to allow the Customer-Generator to interconnect solar electric generation with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2VMSH. Customer-Generator has elected to interconnect and operate its solar electric Generation in parallel with PG&E's Electric System, to offset part or all of the Eligible Low Income Development's own electrical requirements at the affiliated service points. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

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 Electric 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 Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 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.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

- 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).

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, 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. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 17 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 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, 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 5.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

- 5.1 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.
- 5.2 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 5.1, 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.
- 5.3 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 *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Eligible Low Income Development Virtual Net Energy Metering (NEM2VMSH) Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less* (Form 79-1189); and (3) 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.
- 5.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2MSH, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

5.7 For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017.
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

6. INTERCONNECTION FACILITIES

- 6.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
6.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
6.3 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 an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

To the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this section, Customer-Generator shall not be required to purchase any additional liability insurance.

[] I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEM2VMSH Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

[] I do not have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEM2VMSH Generating Facility location.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 9.1 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 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
9.2 The provisions of this Section 9 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.

10. NOTICES

- 10.1 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 Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____
Address: _____
City: _____
Phone: () _____
FAX: () _____

- 10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.
10.3 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.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

11. REVIEW OF RECORDS AND DATA

- 11.1 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.
- 11.2 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.

12. 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.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E'S TARIFF SCHEDULES AND RULES

- 14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.



ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET ENERGY METERING (NEM2VMSH) INTERCONNECTION AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING WITH SOLAR GENERATION TOTALING 1 MW OR LESS

16. 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.

17. 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.

<i>(Customer Generator's Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>



*Pacific Gas and
Electric Company*[®]

**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEM2VMSH) INTERCONNECTION
AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING
WITH SOLAR GENERATION TOTALING 1 MW OR LESS**

**APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)**



*Pacific Gas and
Electric Company*®

**ELIGIBLE LOW INCOME DEVELOPMENT VIRTUAL NET
ENERGY METERING (NEM2VMSH) INTERCONNECTION
AGREEMENT FOR MULTIFAMILY AFFORDABLE HOUSING
WITH SOLAR GENERATION TOTALING 1 MW 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)**



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

This *Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less*, (Agreement) is entered into by and between _____

_____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a multi-tenant or multi-meter Eligible NEM2V installation on a single Premises, as defined in Electric Rule 1 for the Customer-Generator or designated agent of the Customer-Generator who interconnects a single solar photovoltaic and/or wind generating facility (Renewable Electric Generation Facility) sized no larger than 1 MW for the energy requirements of all eligible Benefitting Accounts (as defined in Schedule NEM2V) of the past year that is on a single Premises, as defined in Electric Rule 1¹ with other individually metered PG&E Benefitting Accounts that will be allocated the benefits of the Renewable Electric Generation Facility as described in NEM2V, that meets all the applicability requirements in Schedule NEM2V, and that operates in parallel with Pacific Gas and Electric Company's (PG&E) Electric System.

The purpose of this Agreement is to allow the Customer-Generator to interconnect the Renewable Electric Generation Facility with PG&E's Electric System, subject to the provisions of this Agreement and PG&E's Rate Schedule NEM2V. Customer-Generator has elected to interconnect and operate its Renewable Electric Generation Facility in parallel with PG&E's Electric System, primarily to offset part or all of the NEM2V Arrangement's own electrical requirements of the Benefitting Accounts at the affiliated service. Customer-Generator shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

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 Electric 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 Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 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.

¹ From Electric Rule2, a PREMISES is defined as all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

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 Customer-Generator Affidavit Warranting That NEM2V Arrangement Is Sized to Load.

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, 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. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 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 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, 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



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

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 5.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

- 5.1 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.
- 5.2 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 5.1, 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.
- 5.3 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 *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Virtual Net Energy Metering (NEM2V) Interconnection Agreement for Solar (PV) or Wind Generation Totaling 1 MW or Less* (Form 79-1190); and (3) 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.
- 5.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

5.7 For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

6. INTERCONNECTION FACILITIES

- 6.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
6.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
6.3 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 an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

To the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this section, Customer-Generator shall not be required to purchase any additional liability insurance.

[] I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEM2V Generating Facility location.

Insuring Company's Name: _____

Insurance Policy # _____

[] I do not have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEM2V Generating Facility location.

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

9.1 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 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

9.2 The provisions of this Section 9 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.

10. NOTICES

10.1 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 Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX: (_____) _____

10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.

10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

11.1 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.

11.2 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.

12. 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.



VIRTUAL NET ENERGY METERING (NEM2V) INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR WIND GENERATION TOTALING 1 MW OR LESS

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

16. 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.

17. 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.

Signature lines for Customer Generator and Pacific Gas and Electric Company, including fields for Name, Signature, Print Name, Title, and Date.



**VIRTUAL NET ENERGY METERING (NEM2V)
INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR
WIND GENERATION TOTALING 1 MW OR LESS**

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)



**VIRTUAL NET ENERGY METERING (NEM2V)
INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR
WIND GENERATION TOTALING 1 MW 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)



**VIRTUAL NET ENERGY METERING (NEM2V)
INTERCONNECTION AGREEMENT FOR SOLAR (PV) OR
WIND GENERATION TOTALING 1 MW OR LESS**

APPENDIX C

**CUSTOMER-GENERATOR AFFIDAVIT WARRANTING THAT NEM2V
ARRANGEMENT IS SIZED TO LOAD**

In accordance with Schedule NEM2V, I, Customer-Generator warrant that:

- 1) the Generator Account associated with this NEM2V agreement is sized to offset no more than part or all of the annual usage (kWh) requirements of all the Benefitting Accounts included in this NEM2V Arrangement, and
- 2) the Eligible Allocation Percentage established for each Benefitting Account is sized to offset no more than part or all or the annual usage (kWh) requirement for that specific Benefitting Account.

Service Address of Generator: _____

Customer Generator's Name

Signature

Date

Type/Print Name

Title



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

This Generating Facility Interconnection Agreement for Local Government Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT), (Agreement) is entered into by and between

_____, a _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Local Government Renewable Energy Self Generation Bill Credit Transfer Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5. The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility does / does not meet the



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

- 2.9. The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

- Appendix A- Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
Appendix B- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
Appendix C- A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).
Appendix D- Producer Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2830 of the California Public Utilities Code
Appendix E- Producer Certification that it meets the Definition of a Local Government, as Defined in Public Utilities Section 2830(A)

- 3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

- 4.1. This Agreement shall become effective as of the last date entered in Section 19, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
(c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 12 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

- 4.2. Producer may elect to terminate this Agreement pursuant to the terms of



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 12.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

5.1.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 12.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.1.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.1, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

5.2 For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of inverter model's compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31,



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

2018, or (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

6. INTERCONNECTION FACILITIES

- 6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.
6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
6.3. If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

7. DISTRIBUTION UPGRADES

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in a Special Facilities Agreement attached to and made a part of this Agreement as Appendix C. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

1 A complete application consists all of the following without deficiencies:
1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
4-3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR LOCAL GOVERNMENT RENEWABLE ENERGY SELF-GENERATION BILL CREDIT TRANSFER (RES-BCT)

8. NETWORK UPGRADES

- 8.1. No portion of this Section 9 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.
- 8.2. The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 8.2.1 directs otherwise.
- 8.2.1. To the extent that the CAISO Tariff, as referenced in Rule 21 section E.4, provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.
- 8.2.1.1. If the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the nonusage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades



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not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

8.2.1.2. If the Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 8.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

8.3. Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

9. 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.

10. INSURANCE

10.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.



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- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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 11.3:
 - (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 are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 11.1.
- 10.6. 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



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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: Electric Generation Interconnection - Contract
Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Producer:

Producer 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 12.1.

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 Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.

12.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.



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13. 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.

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 in writing, signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.



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18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

_____	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Producer's Company Name)</i>	_____
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>



*Pacific Gas and
Electric Company*®

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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)



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APPENDIX B

RULES “2” AND “21”

Note: PG&E’s electric Rules “2” and “21” may be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. PG&E’s tariffs, including Rules “2” and “21” can be accessed via the PG&E website at www.pge.com/tariffs. Upon request, PG&E can provide copies to Producer of Rules “2” and “21.”)



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APPENDIX C (If Applicable)

RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)



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APPENDIX D

PRODUCER WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE RENEWABLE GENERATING FACILITY PURSUANT TO SECTION 2830 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Identify the Type of Renewable Electrical Generation Facility:

Table with 3 columns and 4 rows of checkboxes for biomass, solar thermal, small hydroelectric generation, ocean thermal, geothermal, fuel cell, ocean wave, tidal current, municipal solid waste, landfill gas, digester gas.

RES-BCT Producer declares that its Generating Facility:

- (1) meets the requirements of an "Eligible Renewable Generating Facility", as defined in Section 2830(a)(4) of the California Public Utilities Code and
(2) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.1 (Eligibility Requirements).

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2830(a)(4) and Public Resource Code Section 25741 paragraph 1(a):

- checkbox If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Producer warrants that the fuel cell is powered solely with renewable fuel.
checkbox If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

- checkbox Eligible Producer warrants that the Renewable Generation Facility is powered solely with renewable fuel.

1 The RPS Guidebooks can be found at: http://www.energy.ca.gov/renewables/documents/index.html#rps



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Eligible Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Producer and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Producer or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Producer shall promptly provide PG&E with Notice of such change pursuant to Section 12 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Producer or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Producer to provide evidence that Eligible Producer and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Producer again demonstrates to PG&E's reasonable satisfaction that Eligible Producer meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Producer of the Eligibility Status Change pursuant to Section 12 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Producer and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Producer's representations that Eligible Producer and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the provisions of PG&E's Schedule RES-BCT.

Any amounts to be paid or refunded by Eligible Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Producer's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Producer Signature: _____

Name: _____

Title: _____

Date: _____



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APPENDIX E

**PRODUCER CERTIFICATION THAT IT MEETS THE DEFINITION OF
A LOCAL GOVERNMENT, AS DEFINED IN PUBLIC UTILITIES
SECTION 2830(A)**

The Producer certifies that it is a Local Government that meets the definition of a "Local Government" as defined in Public Utilities code (PU) Section 2830 (a) (6) and, where applicable, PU Section 2830 (a) (3).

PU Code § 2830 (a) (6) reads as follows:

"Local government" means a city, county, whether general law or chartered, city and county, special district, school district, political subdivision, or other local public agency, but shall not mean a joint powers authority, the state or any agency or department of the state, other than an individual campus of the University of California or the California State University.

And a campus is defined in PU Code 2830 (a) (3) as:

"Campus" means an individual community college campus, individual California State University campus, or individual University of California campus.

In addition applicant certifies that all of the service agreements listed on Appendix A – *Designation of Bill Credit Allocation Percentages to RES-BCT Arrangement Accounts* are accounts for this same Local Government.

I am duly authorized to make this certification on behalf of the Local Government submitting this RES-BCT Application.

Name: _____

Title: _____

Authorized Signature: _____

Date _____



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500KW or LESS

This *INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500kW or LESS* (Agreement) is entered into by and between _____, a _____, (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Storage Generating Facility in parallel with PG&E’s Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer’s Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer’s Generating Facility through Producer’s circuits). To be eligible for interconnection using this agreement, Producer’s Non-Export Energy Storage Generating Facility interconnection must satisfy the Fast Track Process technical review requirements of Rule 21 Section F.2 and all of the following requirements must be met:

- 1.1 The Producer must meet all the eligibility criteria described in Rule 21, Section N.1 for the expedited storage interconnection process, including:
 - (a) Producer must have electronically submitted a completed Interconnection Request, including completing all application fields and submitting all supporting documentation necessary to facilitate the expedited review as required by Distribution Provider. Such documentation may include, but is not limited to, single line diagrams with specific details, manufacturer data sheets for proposed equipment, description of control systems, validation of the right to do business in the state, etc. PG&E shall clearly communicate these requirements as part of the application process. Producer shall select this process option in the Interconnection Request.
 - (b) Producer’s Interconnection Request must be eligible for, and select, the Fast Track Process, as described in Rule 21.
 - (c) Producer’s Interconnection Request must pass Fast Track Initial Review and not require any Interconnection Facilities, Distribution Upgrades or Network Upgrades to remain eligible under this Section. As such, Interconnection Requests that select the Cost Envelope Option are not eligible.
- 1.2 The Producer’s Generating Facility must meet and adhere to all of the following criteria, per Rule 21 Section N.2
 - (a) The Generating Facility must be comprised solely of the following specific categories of generation technology: Non-Exporting battery storage.
 - (b) The Generating Facility must have an aggregate maximum inverter nameplate rating of no greater than 500 kW. There is no limitation on an energy storage device’s kWh capacity rating.



- (c) The Generating Facility must be located behind an existing single retail meter and Point of Common Coupling with a single, clearly marked and accessible disconnect. No other Generators, other than isolated back-up Generators, may be at the same Point of Interconnection or Point of Common Coupling.
- (d) The Generating Facility must utilize Option 3 (Certified Non-Islanding Protection) or Option 4 (Relative Generating Facility Rating) to meet the non-export protection requirements of Screen I in Section G.1.i.
- (e) The Generating Facility must have a single or coordinated control system for all charging functions if utilizing multiple inverters. The control system must also ensure that there is no increase in the Interconnection Customer's existing peak load demand.
- (f) The Generating Facility must utilize only inverter-based, UL 1741 and UL 1741 SA-listed equipment. Additionally, all installed equipment must meet Distribution Provider's current electric service requirements with no violations or variances.

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service account number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____
Address: _____
City/Zip Code: _____

2.5. The Gross Nameplate Rating for the inverter of the Storage Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.
(must be 500 kW or less)

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

2.8. The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS



3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

- Appendix A- Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
- Appendix B- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
- Appendix C - (Intentionally Left Blank)
- Appendix D- Operating Requirements for Energy Storage Device(s).

3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole



opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

- 4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

- 5.1. The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.

5.2. Given that the Producer's Generating Facility includes energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix D of this Agreement.

5.3 For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider. (Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of inverter model's compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:



- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017.
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Producer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

6. INTERCONNECTION FACILITIES

- 6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.
- 6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3. If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

¹A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments
- 2. A completed signed Interconnection Agreement
- 3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system



7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

8.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

8.2. The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3. If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.



- 8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance, if any, shall be made available to PG&E upon request.

9. NOTICES

- 9.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: [Contact information to be supplied]

If to Producer: [Contact information to be supplied]

- 9.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.



10. REVIEW OF RECORDS AND DATA

- 10.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.
- 10.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 13.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 13.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.



INTERCONNECTION AGREEMENT FOR NON-EXPORT STORAGE GENERATING FACILITIES 500KW or LESS

13.5. In accordance with PG&E Advice Letter 4941-E-A, the provisions provided for in Rule 21 Section N and covered under this interconnection agreement are being implemented under a pilot approach with a July 1, 2017 through June 30, 2018 reporting period. As such, the provisions may be continued, modified and/or withdrawn as determined by the Commission.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

<i>(Producer's Company Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>



APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)



**APPENDIX B
RULES “2” AND “21”
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)**

(Note: PG&E’s tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)



APPENDIX C

(Intentionally Left Blank)



APPENDIX D

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand.
To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between [Month/Day] and [Month/Day]

And during the hours of []

The storage device(s) will consume no more than a total of kW from the Distribution System.

This operating constraint voids the need for the following specific mitigation scope:

Table with 6 empty rows for specific mitigation scope details.

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.*



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Paired with Energy Storage of 10 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF and participants in the Demand Response Programs below are not eligible to participate in NEM.
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

NEM 30 kilowatts or Less Paired with Energy Storage: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation (NEMA) is a program that allows customers with multiple meters to use the renewable energy generated at one meter (up to 1MW) to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator. Energy Storage system must be 10 kilowatts or less.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
Service Address*	City*	State Zip*
Customer Phone Number	Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)	

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
---	---------------

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

Company Name	Contact Person
Contact Phone Number	Email



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

- By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit an Interconnection Request and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) a valid Interconnection Request, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM systems should be sized with an estimated annual production no larger than 110% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. For customers on a Time-of-Use rate, sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill. For customer who are not on a Time-of-Use rate, you might want to size your system larger (90-95% of your annual load), in order to minimize your electricity bill. Of course, individual circumstances may vary. Customers can obtain their usage data from www.pge.com/greenbutton. System sizing eligibility will be reviewed using the criteria below.

B. Generator System Sizing

Generator System Type: Solar Wind Both

Estimated Annual Production:

- Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.
- Solar Systems > 5 kW (CEC-AC kW) or any system with wind, size is determined below. Please continue to fill out all of Section B.
- The Solar CEC-AC kW calculated from the Application cannot exceed 5% of the CEC-AC kW listed above



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

(1) Solar CEC-AC rating^A _____ (kW) X 1,664^B = _____ (kWh)

AND/OR (2) Wind Nameplate rating _____ (kW) X 2,190^C = _____ (kWh)

(3) Total Energy Production (1) + (2) = _____ (kWh)

Estimated Annual Energy Usage:

(4) Recent annual usage _____ (kWh) X 1.1 = _____ (kWh)

OR (If 12 months usage not available) (5) Building size _____ (sq ft) X 3.32^D = _____ (kWh)

AND (6) I plan to increase my annual usage (kWh) by _____ (kWh)

(7) Total Energy Usage (2 or 3) + (4) = _____ (kWh)

Net Generation:

(8) Production - Usage (3) - (7) = _____ (kWh)*

*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section J to read the provisions around Net Surplus Compensation (NSC).

Non-NEM Eligible Energy Storage System:

Energy Storage System Rating _____ kW

Does the energy storage system share an inverter with the NEM system? Yes No

If not, please provide:

Energy Storage Inverter Rating _____ kW

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM Account: Select one rate from the category applicable to you. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

^A CEC-AC (kW) =California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000
^B 8,760 hrs/yr x 0.19 solar capacity factor = 1,664
^C 8,760 hrs/yr x 0.25 wind capacity factor = 2,190
^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Residential Service Rate (Select one):

- E-1 – Non-Time-of-Use
- E-6 – Time-of-Use
- E-7^E – Time-of-Use
- E-8^F – Non-Time-of-Use
- E-9A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- E-9B^F – Time-of-Use for Customers with a separately metered EV recharging station
- EV-A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- EV-B^G – Time-of-Use for Customers with a separately metered EV recharging station
- Other (_____)

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

- | | <u>Primary</u> | <u>Secondary</u> |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> A-1 – Small General Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-6 – Small General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Demand-Metered Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Time-of-use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> | <input type="checkbox"/> |

Agricultural Power Service Rate: (Select one rate and rate option):

- | | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> AG-1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| <input type="checkbox"/> AG-R ^F – Split-Week Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-V ^F – Short-Peak Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-4 – Time-of-Use | <input type="checkbox"/> |
| <input type="checkbox"/> AG-5 – Time of Use | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> |

If your current rate is a closed rate, as identified in Footnote F, and you are now opting to move to a non-closed rate per the Otherwise Applicable Rate Schedule (OAS) for NEM Account, please check the box below acknowledging that you are leaving the closed rate and will not be able to select the closed rate in the future.

- I acknowledge and consent to leaving my current rate that is a closed rate

^E E-7, E-8, E-9A, E-9B, AG-R, and AG-V are closed to all new customers and are only available to Customers that are currently on the rate
^F Rates effective August 1, 2013 for Customers with Electric Vehicles. Please visit www.pge.com/electricvehicles for more rate information



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Part IV – Interconnection Agreement Provisions

A. Purpose

The purpose of this Net Energy Metering (NEM) Application and Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Agreement) is to allow Customer to interconnect with Pacific Gas and Electric Company's (PG&E) Distribution System, subject to the provisions of this Agreement and PG&E's Electric Schedule Net Energy Metering (NEM). Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with PG&E's Distribution System to offset part or all of the Customer's own electrical requirements at this service point. Customer shall comply at all times with this Agreement as well as with all applicable laws, tariffs and requirements of the California Public Utilities Commission (CPUC).

B. Applicability

This Agreement applies to Electric Schedule NEM Customer-Generators (Customer) who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

C. NEM Transition

Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf for more details.

D. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

E. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electrical generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

F. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

G. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/OR Wind Electric Generating

Facilities Of 30 Kilowatts Or Less with Energy

Storage of 10 Kilowatts Or Less

H. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

I. NEM Billing

PG&E installs a "net meter" on a customer's property that measures the net energy, defined as the difference between the amount of electricity supplied by PG&E and the amount of electricity exported to the grid over the course of a month. The Customer's account is enrolled in the NEM program and put on an annual (12- billing months) true-up cycle.

The meter is read monthly and an amount is calculated based on the net energy recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM billing is available at www.pge.com/nembilling.

J. Net Surplus Compensation (NSC)

NSC payments are made to NEM customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit www.pge.com/nscoptout to complete Form 79-1130. Participants in NEMA, please see provisions in Form 79-1153.

K. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

L. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

M. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

N. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM.

O. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

P. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM.

Q. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar ~~in~~ inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~ meets one or more of the following conditions: A

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

R. Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THIS ENTIRE DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY AN EXISTING PG&E CUSTOMER.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E will accept electronic signatures that are verified by qualified Third Parties such as, Adobe EchoSign, e-SignLive, and DocuSign for this Agreement if the Agreement is completed in its entirety before signing.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM requirements.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF or participants in the Demand Response Programs below are not eligible to participate in NEM2.
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM2 program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM2 Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation 2 (NEM2A) is a program that allows customers with multiple meters to use the renewable energy generated at one meter to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
Service Address*	City*	State Zip*
Customer Phone Number	Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)	

Is there an electric vehicle charging on site at the above service address? Yes No
 If yes, please indicate how many electric vehicles _____

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
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AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer's behalf):

_____	_____
Company Name	Contact Person
_____	_____
Contact Phone Number	Email

By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit an Interconnection Request and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request. The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) **a valid Interconnection Request**, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM2 systems should be sized with an estimated annual production no larger than 110% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. All NEM2 customers must take service on a Time-of-Use rate schedule and sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill^A. Of course, individual circumstances may vary. Customers can obtain their usage data from www.pge.com/greenbutton.

^A Customers on rate schedules such as ET, ES, and ESR, which do not have a corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

B. Generator System Sizing

Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.

Generator System Type: Solar Wind Both

	(1) Solar CEC-AC rating ^B	_____ (kW) X 1,664 ^C	=	_____ (kWh)
AND/OR	(2) Wind Nameplate rating	_____ (kW) X 2,190 ^D		_____ (kWh)
	(3) Total Energy Production	(1) + (2)		<u>_____ (kWh)</u>

Estimated Annual Energy Usage:

(Solar systems ≤ 5 kW (CEC-AC) do not need to complete this section)

	(4) Recent annual usage	_____ (kWh) X 1.1	=	_____ (kWh)
OR (If 12 months usage not available)	(5) Building size	_____ (sq ft) X 3.32 ^E		_____ (kWh)
AND	(6) I plan to increase my annual usage (kWh) by			_____ (kWh)
	(7) Total Energy Usage	(4 or 5) + (6)	=	<u>_____ (kWh)</u>

Net Generation:

	(8) Production – Usage	(3) – (7)	=	<u>_____ (kWh)*</u>
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*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section H to read the provisions around Net Surplus Compensation (NSC).

^B CEC-AC (kW) =California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

^C 8,760 hrs/yr x 0. solar 19 capacity factor = 1,664

^D 8,760 hrs/yr x 0.25 wind capacity factor = 2,190

^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Non-NEM Eligible Energy Storage System:

Energy Storage Rating _____ kW

Does the energy storage system share an inverter with the NEM system? Yes No

If not, please provide:

Energy Storage Inverter Rating _____ kW

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM2 Account: Select one rate from the category applicable to you. NEM2 residential customers must be an applicable time-of-use rate^F schedule. If you are currently on a rate that is no longer open to new customers and are opting to move to a different rate, by signing this Agreement and Customer Authorization you are acknowledging that you are leaving the current rate and will not be able to return to this rate in the future. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

Stay on existing rate

Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

This Agreement applies to Electric Schedule NEM2 Customer-Generators (Customer) who interconnect a solar and/or wind turbine electric Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer’s premises and that operates in parallel with PG&E’s Distribution System.

B. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

D. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electric system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

E. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

F. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS) to establish how the Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

The meter is read monthly and an amount is calculated based on the net energy (kWh) and total energy(kWh) exports recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

Additionally, the Customer will be billed for non-bypassable charges on all imports from the grid, as describe in Schedule NEM2 Special Condition 2.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM2 billing is available at www.pge.com/nembilling.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

H. Net Surplus Compensation (NSC)

NSC payments are made to NEM2 customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit www.pge.com/nscoptout to complete Form 79-1130. Participants in NEM2A, please see provisions in *NEM2 Load Aggregation Appendix (Form 79-1153)*.

I. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

J. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

K. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

L. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM2.

M. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

N. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM2.

O. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

P. Warranties or Service Agreements

Applicant certifies as a part of its interconnection request for NEM2 that:

- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
- (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

Q. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~ meets one or more of the following conditions:

- (a) -it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) -the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) -the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) -the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/OR Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

R. Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY. THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E can request additional documentation to verify the authenticity of the externally signed Agreement and Customer Authorization.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM2 requirements.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

This *Generating Facility Interconnection Agreement for Non-Export Generating Facilities* (Agreement) is entered into by and between _____, a _____ (Producer), and Pacific Gas and Electric Company (PG&E) a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: _____ (Assigned by PG&E).

2.3. Producer's electric service agreement ID number: _____ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____
Address: _____
City/Zip Code: _____

2.5. The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is _____ kWh.

2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility does / does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

2.9. The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

- | | |
|-------------|---|
| Appendix A- | Description of Generating Facility and Single-Line Diagram (Supplied by Producer). |
| Appendix B- | Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E). |
| Appendix C- | A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties). |
| Appendix D- | (When Applicable) Operating Requirements for Energy Storage Device(s). |

3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section C.

4. TERM AND TERMINATION

4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

- (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.

5.2. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

5.2.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 9.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.2.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.2, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

5.3. If Producer's Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E's Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix D of this Agreement.

5.4. Smart Inverters - For Producer, applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Producer's inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar ~~i~~nverter models and firmware versions that comply with Rule 21 Section Hh can be found at: <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

An “existing inverter” is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions: ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Producer has submitted the interconnection application prior to September 9, 2017,
- (c) the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Producer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Producer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section /H.3.d.ii..

6. INTERCONNECTION FACILITIES

- 6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E’s Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer’s Generating Facility.
- 6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3. If the provisions of PG&E’s Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this

¹ A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments.
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Producer final inspection clearance from the governmental authority having jurisdiction over the generating system.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

Agreement as Appendix C.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

8.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

8.2. The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3. If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
(a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
(b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

9. NOTICES

- 9.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Producer: Customer-Generator Name:
Address:
City:
Phone: ()
FAX: ()



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 9.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.
- 10.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 13.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 13.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 13.3. The interconnection and services provided under this Agreement shall at all times



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

13.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

Signature lines for Producer's Company Name and PACIFIC GAS AND ELECTRIC COMPANY, including fields for Signature, Print Name, Title, and Date.



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX A DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM, (Provided by Producer)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX B RULES “2” AND “21” (and any other Tariffs pertinent to the situation) (Provided by PG&E)

(Note: PG&E’s tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)



**GENERATING FACILITY INTERCONNECTION
AGREEMENT FOR NON-EXPORT GENERATING
FACILITIES**

APPENDIX C
(If Applicable)
RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)



GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

APPENDIX D

(If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand.
To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between [Month/Day] and [Month/Day] And during the hours of [] The storage device(s) will consume no more than a total of [] kW from the Distribution System. This operating constraint voids the need for the following specific mitigation scope:

Table with 6 empty rows for listing specific mitigation scope items.

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.



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

This 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 _____ (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: _____

¹ Additional forms are available on PG&E’s website at <http://www.pge.com/gen>.

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

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.)

1	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (watts) ² (if Applicable)
1					
2					

2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of Schedule NEM will be _____.

2.7 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.8 If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: _____.

2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein. _

Distribution Provider may require a field verification of the Customer-Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

An “existing inverter” is defined as an inverter that is a component of an existing Generating Facility that **meets one or more of the following conditions:**

~~— has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

~~(a) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or~~

~~(b) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.d.ii(a) it is already approved by PG&E for interconnection prior to September 9, 2017~~

~~(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017.~~

~~(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application³ no later than March 31, 2018, or~~

~~(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.~~

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

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).

³ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments.
2. A completed signed Interconnection Agreement.
3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

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

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

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

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 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 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.

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

- 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 an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix 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 and is not self-insured under Section 9.3, 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

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

- (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 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

**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**

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-

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

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.

**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**

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: Manager,
Generation Interconnection Services

Date: _____

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**

**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**

**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)**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This Interconnection Agreement for Net Energy Metering (NEM2) 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 _____ (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 Electric 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 NEM2 (NEM2), 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 Electric 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 Electric System:

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _____.
- 2.8 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,

(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

² A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

~~(a) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or~~

~~(b) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.d.ii. All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21.~~ A Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged);
or

(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

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 NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, 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

3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

otherwise-applicable rate schedule and Schedule NEM2.

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- 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* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities, Other Than Facilities of 30 KW or Less* (Form 79-978-02); and (3) 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 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- 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 an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix 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 and is not self-insured under Section 9.3, 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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

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 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

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: Electric Generation Interconnection - 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.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

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.



INTERCONNECTION AGREEMENT FOR NET ENERGY
METERING (NEM2) OF SOLAR OR WIND ELECTRIC
GENERATING FACILITIES, OTHER THAN FACILITIES
OF 30 KW OR LESS

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.

	PACIFIC GAS AND ELECTRIC COMPANY
_____	_____
<i>(Customer Generator's Name)</i>	
_____	_____
<i>(Signature)</i>	<i>(Signature)</i>
_____	_____
<i>(Print Name)</i>	<i>(Print Name)</i>
_____	_____
<i>(Title)</i>	<i>(Title)</i>
_____	_____
<i>(Date)</i>	<i>(Date)</i>

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)

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

Appendix C NEM LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

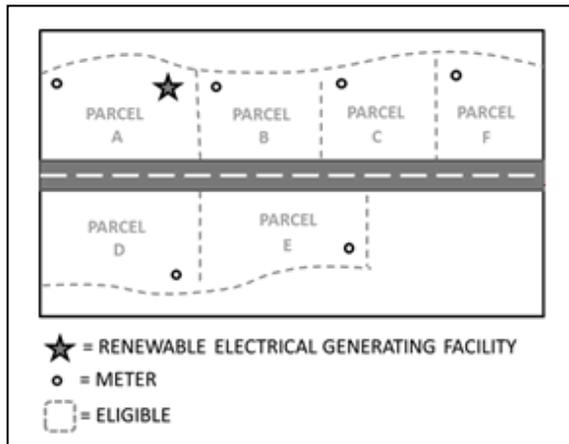
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned, leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

_____ *Customer Generator's Name*

_____ *Signature*

_____ *Date*

_____ *Type/Print Name*

_____ *Title*



CUSTOMER GENERATION AGREEMENT (3rd PARTY GENERATOR ON PREMISES, NON-EXPORTING)

This Customer Generation Agreement (3rd Party Generator on Premises, Non-Exporting) (Agreement) is entered into by and between _____ a _____ (Customer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the Generating Facility Interconnection Agreement (3rd Party Non-Exporting (Form 79-988), identified in Section 2.2 and attached as Appendix A, allows the Producer (as identified in Section 2.2) to utilize Customer's electrical facilities to interconnect and operate the Generating Facility in parallel with PG&E's Distribution System. The purpose of the Generating Facility is to serve the Customer's electrical loads at the location identified in Section 2.1.

2. SUMMARY AND DESCRIPTION OF THE PARTIES AND LOCATION OF GENERATING FACILITY

2.1 The name and address used by PG&E to locate the Customer or electric service account where the Generating Facility interconnects with PG&E's Distribution System is:

2.2 The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the Generating Facility Interconnection Agreement (3rd Party Non-Exporting) between PG&E and _____ its successors or assigns (Producer) dated _____ (Producer Agreement).



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2.3 Producer's contact information:

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

- 3.1 Customer acknowledges that it has authorized the Generating Facility to be installed and operated by Producer in accordance with PG&E's Electric Rule 21 on or adjacent to Customer's premises. Such Generating Facility shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by PG&E at the location identified in Section 2.1, above, and any other purpose permitted under the *Producer Agreement*. Customer shall be solely responsible for the terms of any agreement between it and Producer.
- 3.2 Customer shall be solely responsible for any charges incurred under PG&E's electric service tariffs for the services provided to Customer by PG&E. Customer acknowledges that it is the sole end-use consumer of such tariffed services. This Agreement does not constitute an agreement by PG&E to provide any tariffed service to Producer.
- 3.3 Customer acknowledges the Generating Facility shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E's Electric Rule 21, and any other regulations and laws governing the interconnection of the Generating Facility. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of the Generating Facility including, but not limited to Standby Tariff, Preliminary Statement "BB" Non-Bypassable Charges Tariff, and Electric Rule 2, and that the performance or lack of performance of the Generating Facility may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Copies of such tariffs are available at www.PGE.com or by request to PG&E.
- 3.4 Any amounts to be paid, or refunded to, PG&E for the services received by Customer as a result of the Producer failing to operate the Generating Facility in accordance with the terms of the representations and warranties made under the *Producer Agreement* shall be paid to PG&E in accordance with PG&E's electric tariffs.



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- 3.5 Customer shall make the Generating Facility reasonably accessible to PG&E's personnel, contractors or agents to perform PG&E's duties under Electric Rule 21.
- 3.6 **Smart Inverters** - For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

**(Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at:
<http://www.gosolarcalifornia.org/equipment/inverters.php>.)**

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that **meets one or more of the following conditions: has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.**

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017,**
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,**
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to**



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September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or

(d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

~~inverter equipment that complies with Section Hh of Rule 21, (encouraged); or~~

~~a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.d.ii.~~

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer replacing an “existing inverter” certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

(ii)-a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

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

¹ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement,
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



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account through which the Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.

- (c) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the 31st day following the date the Producer Agreement is terminated, unless the responsibility for such Producer Agreement is assigned to or replaced by a subsequent Producer. The Parties shall cooperate in obtaining an assignment or replacement agreement.
 - (d) At 12:01 A.M. on the 61st day after Customer or PG&E provides written Notice pursuant to Section 6 below to the other Party of the Customer or PG&E's intent to terminate this Agreement.
- 4.2 Customer may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(d) for one or more of the following reasons:
- (a) A change in PG&E's applicable tariffs, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed in writing by the Parties, Customer fails to take all corrective actions specified in PG&E's Notice provided in accordance with Section 6 that Customer is out of compliance with the terms of this Agreement within the time frame set forth in such Notice.

5. LIMITATION OF LIABILITY

- 5.1 Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.



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- 5.2 PG&E shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from termination of the *Producer Agreement* between Producer and PG&E, provided such termination is consistent with the terms of the *Producer Agreement*.

6. NOTICES

- 6.1 Any written notice, demand, or request required or authorized in connection with this Agreement (“Notice”) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: [Contact information to be supplied]

If to Customer: [Contact information to be supplied]

- 6.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 6.1.
- 6.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party’s Notice to the other.

7. RELEASE OF DATA

Customer authorizes PG&E to release to the California Energy Commission (CEC) and/or the California Public Utilities Commission (Commission) information regarding the Generating Facility, including Customer’s name and location, and the size, location and operational characteristics of the Generating Facility, as may be requested from time to time pursuant to the



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CEC's or Commission's rules and regulations.

Customer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer's assignment of this Agreement.

9. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

10. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFFS, DEFINED TERMS

10.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

10.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

10.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by PG&E. Copies of such tariffs are available at www.PGE.com or by request to PG&E and are incorporated into this Agreement by this reference.

10.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.



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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.



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12. ENTIRE AGREEMENT

This Agreement, and the *Producer Agreement*, including any incorporated tariffs, contain the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, the *Producer Agreement*, or in the incorporated tariffs.

13. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

_____	PACIFIC GAS AND ELECTRIC COMPANY
(Company Name)	
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)



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APPENDIX A

Generating Facility Interconnection Agreement
(3rd Party Non-Exporting)

BETWEEN

**PRODUCER AND PACIFIC GAS AND ELECTRIC
COMPANY**

**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

AT&T	Don Pickett & Associates, Inc.	Office of Ratepayer Advocates
Albion Power Company	Douglass & Liddell	OnGrid Solar
Alcantar & Kahl LLP	Downey & Brand	Pacific Gas and Electric Company
Anderson & Poole	Ellison Schneider & Harris LLP	Praxair
Atlas ReFuel	Energy Management Service	Regulatory & Cogeneration Service, Inc.
BART	Evaluation + Strategy for Social Innovation	SCD Energy Solutions
Barkovich & Yap, Inc.	G. A. Krause & Assoc.	SCE
Braun Blaising Smith Wynne P.C.	GenOn Energy, Inc.	SDG&E and SoCalGas
CalCom Solar	Goodin, MacBride, Squeri, Schlotz & Ritchie	SPURR
California Cotton Ginners & Growers Assn	Green Charge Networks	San Francisco Water Power and Sewer
California Energy Commission	Green Power Institute	Seattle City Light
California Public Utilities Commission	Hanna & Morton	Sempra Utilities
California State Association of Counties	ICF	Southern California Edison Company
Calpine	International Power Technology	Southern California Gas Company
Casner, Steve	Intestate Gas Services, Inc.	Spark Energy
Cenergy Power	Kelly Group	Sun Light & Power
Center for Biological Diversity	Ken Bohn Consulting	Sunshine Design
City of Palo Alto	Leviton Manufacturing Co., Inc.	Tecogen, Inc.
City of San Jose	Linde	TerraVerde Renewable Partners
Clean Power Research	Los Angeles County Integrated Waste Management Task Force	Tiger Natural Gas, Inc.
Coast Economic Consulting	Los Angeles Dept of Water & Power	TransCanada
Commercial Energy	MRW & Associates	Troutman Sanders LLP
Cool Earth Solar, Inc.	Manatt Phelps Phillips	Utility Cost Management
County of Tehama - Department of Public Works	Marin Energy Authority	Utility Power Solutions
Crossborder Energy	McKenna Long & Aldridge LLP	Utility Specialists
Crown Road Energy, LLC	McKenzie & Associates	Verizon
Davis Wright Tremaine LLP	Modesto Irrigation District	Water and Energy Consulting
Day Carter Murphy	Morgan Stanley	Wellhead Electric Company
Defense Energy Support Center	NLine Energy, Inc.	Western Manufactured Housing Communities Association (WMA)
Dept of General Services	NRG Solar	Yep Energy
Division of Ratepayer Advocates	Nexant, Inc.	