November 5, 2018

Advice Letter PG&E 5308-E

Mr. Eric Jacobsen
Director, Regulatory Relations
Pacific Gas and Electric
77 Beale Street
San Francisco, California 94177

Subject: Disposition rejecting without prejudice Pacific Gas and Electric Company Advice Letter 5308-E proposing modifications to electric rate schedule NEMFC (Net Energy Metering for Fuel Cells) to allow integration with an energy storage device using a non-import relay equivalent

Dear Mr. Jacobsen:

On June 12, 2018, Pacific Gas and Electric Company (PG&E) filed Advice Letter (AL) 5308-E proposing modifications to electric rate schedule NEMFC (Net Energy Metering for Fuel Cells) to allow the fuel cell to pair with an integrated energy storage device so long as it installs a non-import relay equivalent. On July 2, 2018, the Public Advocates Office\(^1\), Sierra Club, and The Utility Reform Network filed timely protests. On July 10, 2018, PG&E filed a timely reply to the protests.

General Order 96-B (Section 5.1: “Matters Appropriate to Advice Letters”) states:

> The advice letter process provides a quick and simplified review of the types of utility requests that are expected neither to be controversial nor to raise important policy questions... The primary use of the advice letter process is to review a utility’s request to change its tariffs in a manner previously authorized by statute or Commission order, to conform the tariffs to the requirements of a statute or Commission order, or to get Commission authorization to deviate from its tariffs.

Energy Division staff reviewed PG&E AL 5308-E and determined that the request is not an appropriate matter for an advice letter as it raises important policy questions and does not implement a tariff change previously authorized by statute or Commission order. **Advice Letter 5308-E is therefore rejected without prejudice.**

\(^1\) At the time the protest was filed, the Public Advocates Office was named the Office of Ratepayer Advocates.
The appropriate procedure for PG&E to request these tariff modifications is via a formal proceeding, or, if PG&E identifies a prior decision addressing the pairing of NEMFC fuel cells with storage, a Petition for Modification.

Sincerely,

[Signature]

Edward Randolph
Director, Energy Division

cc:
Service Lists R.14-07-002, R.12-11-005, R.11-09-011, R.17-07-007
Mary Claire Evans, Energy Division
Shannon O'Rourke, Energy Division
Dan Buch, The Public Advocates Office
Marcel Hawiger, The Utility Reform Network
Matthew Vespa, Sierra Club
Susan Buller, PG&E
June 12, 2018

Advice 5308-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Modifications to Rate Schedule NEMFC (Net Energy Metering for Fuel Cells) to Include an Integrated Energy Storage Device Incorporating A Non-Import Relay Equivalent

Purpose

The purpose of this advice letter (AL) is to modify Pacific Gas and Electric’s (PG&E) Electric Rate Schedule NEMFC (Net Energy Metering for Fuel Cells) to allow the generating facility to include an energy storage device (i.e. batteries) using a non-import relay equivalent.

Background

In 2003, the Legislature established a net metering program for fuel cells (Assembly Bill (AB) 1214), establishing PUC Section 2817.10. This was modified several times in 2009 (AB 1551), 2011 (SB 489), 2012 (SB 594), 2013 (AB 327) and most recently in 2016 (AB 1637). In 2016 the maximum eligible system size was increased to 5 MW and a Greenhouse Gas (GHG) emissions requirement was established. The California Air Resources Board is expected to establish a GHG emissions requirement in 2018, with subsequent implementation by the California Public Utility Commission (CPUC or Commission).

Bloom Energy Corporation approached PG&E seeking a way to incorporate storage with the fuel cell generator while still maintaining eligibility for NEMFC. However, the current NEMFC tariff contains no provisions for incorporating storage. The main concern with incorporating storage into a NEMFC generator is to ensure that only eligible exported energy – kilowatt-hours – (electricity generated from an Eligible Fuel Cell Generator) are receiving NEMFC credits. However, PG&E is open to supporting a configuration where the storage device is certified that it is not capable of being charged from PG&E’s grid—thus ensuring that it can only charge from the paired NEMFC-eligible generator. Under such conditions, the storage can be considered “integrated” into the generating facilities1.

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1 In CPUC Decision 14-05-033 “Decision Regarding Net Energy Metering Interconnection Eligibility For Storage Devices Paired With Net Energy Metering Generation Facilities”,
This advice letter establishes the criteria through which Eligible Fuel Cell generators under NEMFC can incorporate storage. The fuel cell and storage configuration must maintain certification from Underwriter’s Laboratory (UL) or another Nationally Recognized Testing Laboratory (NRTL) to demonstrate that the storage device cannot charge from the utility grid. PG&E has crafted and outlined such testing standards in its Distribution Interconnection Handbook (DIH) website. If a fuel cell manufacturer can provide this documentation, PG&E is assured that the integrity of the NEMFC tariff is preserved (i.e., all exports receiving credit under NEMFC were generated by the fuel cell). The proposed NRTL test criteria are attached.

The changes being made to NEMFC herein are modeled on another advice letter, AL 5245-E2, describing a similar generator and storage arrangements for the VNEM tariffs3.

In anticipation of CPUC approval of this advice letter, PG&E proposes to allow customers to interconnect under NEMFC, provided that the customer agrees to automatically switch to Rule 21 uncompensated export should the CPUC deny this advice letter. The customer would complete and sign both the Interconnection Agreements and the Interconnection Transfer Addendum (Interconnection Transfer Addendum to NEMFC Tariff In Case of Denial of Proposed NEMFC Tariff for Fuel Cells with Integrated Storage) before PG&E’s Permission To Operate is issued. The Interconnection Transfer Addendum is attached as Attachment 1.

**Tariff Changes**

A. Electric Schedule NEMFC – Net Energy Metering for Fuel Cells

NEMFC was modified in the Applicability Section (expanding what can be an Eligible Fuel Cell Generator) and in Special Condition Section 9 which has been added to facilitate Eligible Fuel Cell Electrical Generating Facilities with a storage system.

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“integrated” storage is described as: Section III.G [in the RPS Eligibility Guidebook (7th Edition, April 2013)] establishes two categories of energy storage that “may be considered an addition or enhancement to a renewable electrical generation facility”: “integrated” and “directly connected.” Integrated energy storage is described as “[m]ethods of storing energy from a renewable energy resource that are integrated into the renewable electrical generating facility as part of the generation process...” For battery-based storage, the Guidebook further elaborates that “the storage device must only be capable of storing energy from the renewable generator” to be considered “integrated.”

2 Advice Letter 5245-E, “Revisions to Schedules NEMV, NEM2V, NEMVMASH and NEM2VMSH for Customers with VNEM Generation Paired with a Storage System in Compliance with D.17-12-005.” approved May 25, 2018, was made effective April 7, 2018.

3 VNEM tariffs include: NEMV, NEM2V, NEMVMASH, and NEM2VMS.
B. NEMFC Interconnection Agreements

1. Form 79-1010

2. Form 79-1069-02
   Modifies submitted Form 79-1069-02 “Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)” to add a new Appendix K for NEMFC Storage

For your convenience, redline versions of the revised tariffs are provided in Attachment 3.

Protests

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than July 2, 2018, which is 20 days after the date of this submittal. 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
Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

**Effective Date**

PG&E requests that this Tier 2 advice submittal become effective July 12, 2018, which is 30 calendar days from the submittal date.

**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 Service Lists R.11-09-011, R.12-11-005, R.14-07-002, 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_Officeme@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: http://www.pge.com/tariffs/.

/S/
Erik Jacobson
Director, Regulatory Relations

Attachments

cc: Service Lists R.11-09-011, R.12-11-005, R.14-07-002, R.17-07-007
Company name/CPUC Utility No. Pacific Gas and Electric Company (ID U39 E)

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

Contact Person: Annie Ho
Phone #: (415) 973-8794
E-mail: AMHP@pge.com and PGETariffs@pge.com

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

Advice Letter (AL) #: 5308-E
Subject of AL: Modifications to Rate Schedule NEMFC (Net Energy Metering for Fuel Cells) to Include an Integrated Energy Storage Device Incorporating A Non-Import Relay Equivalent

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

AL submittal type: ☑ One-Time 

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.14-05-033

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: July 12, 2018
No. of tariff sheets: 8

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

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

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

Tariff schedules affected: Electric Rate Schedule NEMFC, Electric Form 79-1010, Electric Form 1069-02

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 submittal, 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
Attachment 1

Interconnection Transfer Addendum
Interconnection Transfer Addendum to the NEMFC Tariff
In Case of Denial of Proposed NEMFC Tariff for Fuel Cells with Integrated Storage

Pacific Gas and Electric Company (PG&E), a California Corporation, and ________ (Interconnection Customer) hereby enter into this Interconnection Transfer Addendum to the NEMFC Tariff In Case of Denial of Proposed NEMFC Tariff for Fuel Cells with Integrated Storage ("Addendum"). The Interconnection Customer and PG&E are sometimes referred to in this Addendum jointly as "Parties" or individually as "Party".

1. PURPOSE AND SCOPE
1.1 The necessary NEMFC tariff, as proposed in Advice Letter 5308-E ("AL"), allows a customer with an eligible Fuel Cell Generator with integrated storage ("EFC&IS"), to take service under the NEMFC tariff. This Addendum represents a mutual agreement between PG&E and the Interconnection Customer to (i) proceed with a EFC&IS application for interconnection ("Application") for the Interconnection Customer until the necessary AL has been approved by the California Public Utilities Commission (CPUC); and (ii) if the Interconnection Customer receives permission to operate ("PTO") from PG&E before the AL is approved, the Interconnection Customer may interconnect the EFC&IS under NEMFC, but should the AL not be approved, PG&E will automatically convert the EFC&IS interconnection to a Rule 21 uncompensated export and be billed all applicable charges under the associated tariffs.

2. TERM AND TERMINATION
2.1 This Addendum shall have the same effective date as the Interconnection Agreement for NEMFC between the Parties.

2.2 This Addendum shall continue in full force and effect until (i) the CPUC approves the AL, or (ii) the Interconnection Customer interconnects under Rule 21 non-export.

2.3 The Parties, for good cause, may agree to modify any of the timelines in this Agreement. The modified timelines shall be mutually agreed upon, in writing, by the Parties.

3. INTERCONNECTION OF EFC&IS
3.1 In order to for the project to receive PTO for NEMFC under the AL, the Interconnection Customer’s EFC&IS will be required to submit certification from UL (or another Nationally Recognized Testing Laboratory) indicating that the EFC&IS has passed the compliance test outline in TD-2306B-003 Functionally Equivalent Non-Import Configuration Testing Requirement in effect at the time of application, which can be found on PG&E’s Distribution Interconnection Handbook (DIH) website.

3.2 The Interconnection Customer’s EFC&IS shall meet all requirements of NEMFC as of [date] as well as all requirements of NEMFC once the AL is approved.
3.3 The Interconnection Customer understands that continued eligibility of the 
EFC&IS under NEMFC is predicated on meeting any future emissions 
requirements as determined by the Air Resources Board and the California 
Public Utilities Commission, as required by NEMFC, as described in the 
Applicability Section 3 and Special Condition 8 of NEMFC.

4. INTERCONNECTION UPON DENIAL OF PROPOSED AL

4.1 Parties understand that the CPUC may or may not approve NEMFC as filed in the 
AL.

4.2 Should the CPUC, for any reason, not approve the AL, and the EFC&IS has 
received PTO, the Interconnection Customer’s EFC&IS shall immediately 
become interconnected pursuant to Rule 21 Uncompensated Export, under the 
terms as spelled out in the completed Rule 21 Export Addendum to Generating 
Facility Interconnection Agreement For Non-Export Generating Facilities (Form 
79-973) Sized 2 Megawatts or Less (Form 79-1070).

4.3 If the Interconnection Customer interconnects an EFC&IS as well as a Solar PV 
system (“PV”), the Interconnection Customer may do so under the Net Energy 
Metering Multiple Tariff Facilities (“NEMMT”) Special Condition 4 in Schedule 
NEM2 where the EFC&IS will be under the provisions of the NEMFC tariff and 
the PV will be under the provisions of NEM2. Under this configuration, the 
Interconnection Customer will be required to fulfill the necessary NEMMT 
metering requirements.

In the case that AL is denied, and the NEMMT arrangement with EFC&IS and PV has 
received PTO, the EFC&IS will be subject to different NEMMT treatment, where 
the PV will be under the provisions of NEM2 but the EFC&IS treatment will be 
automatically transitioned to the provisions of Rule 21 Uncompensated Export by 
PG&E. All requirements for Rule 21 Uncompensated Export under the terms as 
spelled out in the completed Rule 21 Export Addendum to Generating Facility 
Interconnection Agreement For Non-Export Generating Facilities (Form 79-973) 
Sized 2 Megawatts or Less (Form 79-1070).

4.4 This Addendum confirms that the Interconnection Customer understands that at 
the time they take service under Rule 21 Export Addendum to Generating Facility 
Interconnection Agreement For Non-Export Generating Facilities (Form 79-973) 
Sized 2 Megawatts or Less, they will immediately be responsible for any standby 
charges as described in Schedule S, non-bypassable charges as described in 
Schedule E-DCG, or other applicable charges under PG&E’s tariffs.
6. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Addendum to be executed by their duly authorized representatives.

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<tr>
<th>PACIFIC GAS AND ELECTRIC COMPANY</th>
<th>INTERCONNECTION CUSTOMER</th>
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<td>By: ___________________________</td>
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<td>Electric Sample Form No. 79-1010 Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities Sheet 1</td>
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<td>Electric Sample Form No. 79-1069-02 Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) Sheet 1</td>
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<td>ELECTRIC SCHEDULE NEMFC NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-GENERATORS Sheet 1</td>
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Attachment 2 Advice 5308-E
Cancelling Cal P.U.C. Sheet No.
Electric Sample Form No. 79-1010
Interconnection Agreement for Net Energy Metering of Fuel Cell Generating Facilities

Please Refer to Attached Sample Form
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.
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.

Appendix E  NEMFC Storage

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-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-Generator’s 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 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.
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF QUALIFYING FUEL CELL 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 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 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

---

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.
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 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, assigns, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had 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
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.
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)

____________________________  ______________________________
Authorized by (Print)  Authorized by (Print)

____________________________  ______________________________
Signature  Signature

____________________________  ______________________________
Title  Title

____________________________  ______________________________
Date  Date
APPENDIX A

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

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

Automated Document, Preliminary Statement Part A
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)
APPENDIX E (If Applicable)

NEMFC Storage

Applicants adding storage pursuant to Schedule NEMFC under the Special Condition for storage must include proper documentation per PG&E’s Distribution Interconnection Handbook (DIH).
Electric Sample Form No. 79-1069-02
Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)

Please Refer to Attached Sample Form
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).
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:

<table>
<thead>
<tr>
<th>2.5.1 Eligible Generator(s):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>biomass</th>
<th>______ kW</th>
</tr>
</thead>
<tbody>
<tr>
<td>solar thermal</td>
<td>______ kW</td>
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<tr>
<td>photovoltaic</td>
<td>______ kW</td>
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<tr>
<td>wind</td>
<td>______ kW</td>
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<tr>
<td>geothermal</td>
<td>______ kW</td>
</tr>
<tr>
<td>fuel cell</td>
<td>______ kW</td>
</tr>
<tr>
<td>small hydroelectric generation</td>
<td>______ kW</td>
</tr>
</tbody>
</table>

| digester gas | ______ kW |
| municipal solid waste | ______ kW |
| landfill gas | ______ kW |
| ocean wave | ______ kW |
| ocean thermal | ______ kW |
| tidal current | ______ kW |

Storage/Batteries (NEM eligible only)

| ______ amp hours |
| ______ inverter kW |

2.5.2 Non-Eligible Generator(s): ______ kW

2.5.3 **Total Gross** Nameplate Rating of the Generating Facility: ______ kW

2.6 The Net Nameplate Rating of the Generating Facility is: ______ kW
### 2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

<table>
<thead>
<tr>
<th>Technology</th>
<th>kW</th>
<th>Technology</th>
<th>kW</th>
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<tbody>
<tr>
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<td></td>
<td></td>
<td>amp hours</td>
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<td></td>
<td></td>
<td>inverter kW</td>
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</table>

### 2.6.2 Non-Eligible Generator(s):

<table>
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<tr>
<th>kW</th>
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</thead>
</table>

### 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>
<thead>
<tr>
<th>Technology</th>
<th>kW</th>
<th>Technology</th>
<th>kW</th>
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<td>amp hours</td>
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<tr>
<td></td>
<td></td>
<td>inverter kW</td>
<td></td>
</tr>
</tbody>
</table>
2.7.2 Non-Eligible Generator(s): "________ kW"

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

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

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

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

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

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<thead>
<tr>
<th>Technology</th>
<th>Requirements Met</th>
<th>Technology</th>
<th>Requirements Met</th>
</tr>
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<tr>
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<td>other technology</td>
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<td>□ are not met</td>
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<td>□ are not met</td>
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</tbody>
</table>
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 K NEMFC Storage
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.
(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.
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.
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 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 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 application\(^1\) 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 other persons from damage or injury, which may be caused by the operation of Producer’s Generating Facility.

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\(^1\) 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.
6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.

6.3 If the provisions of PG&E’s Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

6.4 The Interconnection Facilities may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for PG&E’s administration and billing pursuant to PG&E’s tariffs for net energy metering.

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

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

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

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

(d) Two hundred thousand dollars ($200,000) for each occurrence if the Gross Nameplate Rating of Producer’s Generating Facility is ten (10) kW or less and Producer’s Generating Facility is connected to an account receiving residential service from PG&E.
Such general liability insurance shall include coverage for “Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations.”

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

8.3 If Producer’s Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner’s) Liability insurance, Producer agrees that it will maintain such insurance in force for the duration of this Agreement in no less than amounts currently in effect. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operations. Such insurance shall provide for thirty (30) calendar days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:

(a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.

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

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

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.

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.

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PACIFIC GAS AND ELECTRIC COMPANY

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APPENDIX A

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

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

RULES “2” AND “21”

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

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

PRODUCER’S WARRANTY THAT THE GENERATING FACILITY IS A “COGENERATION FACILITY” PURSUANT TO SECTION 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.
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.
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

Automated Document, Preliminary Statement A
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.
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:

- [ ] biomass
- [ ] geothermal
- [ ] municipal solid waste
- [ ] solar thermal
- [ ] fuel cell
- [ ] landfill gas
- [ ] small hydroelectric generation
- [ ] ocean wave
- [ ] digester gas
- [ ] ocean thermal
- [ ] tidal current
- [ ] 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
Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

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

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

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

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

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its reasonable discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of PG&E’s request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer’s Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility’s compliance with the Eligibility Requirements – PG&E will provide a minimum of 10 business days notice to the Eligible Customer-Generator should PG&E decide an inspection is required. If PG&E determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E’s reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer–Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).
PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator’s representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E’s Schedule 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: ________________________________
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 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.
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)
NEMFC Storage

Applicants adding storage pursuant to Schedule NEMFC under the Special Condition for storage must include proper documentation per PG&E’s Distribution Interconnection Handbook (DIH).
ELECTRIC SCHEDULE NEMFC  
Sheet 1  
NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-GENERATORS  

APPLICABILITY: This schedule is applicable to a Bundled Service, Community Choice Aggregation Service (CCA Service) or Direct Access Service (DA Service) Customer who is served under a Time-of-Use (TOU) rate schedule, and who:

(1) installs an Eligible Fuel Cell Electrical Generating Facility, as defined below, with a generating capacity no greater than 5,000 kW, located on or adjacent to the customer’s owned, leased or rented premises, that is interconnected and operates in parallel with PG&E’s grid while the grid is operational, and is sized to offset part or all of the Customer’s electrical requirements;

(2) is the recipient of local, state, or federal funds, or who self-finances projects designed to encourage the development of Eligible Fuel Cell Electrical Generating Facilities, and

(3) uses technology that achieves reductions in emissions of greenhouse gases (GHG) pursuant to Public Utilities Code Section 2827.10 subdivision (b) as established by the California Air Resources Board (ARB) and as regularly updated consistent with the statute (GHG Standards), except as provided in Special Condition 8 of this tariff and

(4) meets all other requirements in this schedule.

Such a customer will be referred to hereafter as a “Fuel Cell Customer-Generator.” Customers eligible for service under this schedule are exempt from any new or additional charges not included in their Otherwise Applicable Schedule (OAS), except as described in Special Condition 2.

This service is not applicable to a CCA Service or DA Service Fuel-Cell Customer-Generator where the customer’s Community Choice Aggregator (CCA) or DA Electric Service Provider (ESP) does not offer a fuel cell net energy metering tariff. In addition, if an eligible Fuel Cell Customer-Generator participates in direct transactions with a CCA or ESP that does not provide distribution service for the direct transactions, the CCA or ESP, and not PG&E, is obligated to provide net energy metering to the customer.

The “Eligible Fuel Cell Electrical Generating Facility” is defined as a generating facility that meets all applicable safety and performance standards in accordance with PG&E’s Electric Rule 21 and pursuant to PU Code Section 2827.10 (a)(2) that includes:

1) an integrated powerplant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy;

2) an inverter and fuel processing system where necessary, and

3) other plant equipment, including heat recovery equipment necessary to support the plant’s operation or its energy conversion.

A Fuel Cell with a storage device that meets the above conditions as well as those in Special Condition 9, NEMFC Storage, will also be considered an Eligible Fuel Cell Electrical Generating Facility.

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

(Continued)
8. EMISSIONS STANDARD APPLICATION:

Pursuant to PUC Section 2827.10, ARB will provide for a schedule of annual GHG Standard updates. All NEMFC Eligible Fuel Cell Electrical Generating Facilities shall comply on an ongoing basis with the GHG Standards in the Applicability Section (3) once established by ARB, and approved by the CPUC as needed. Until that time, the following standards shall apply:

a) NEMFC Eligible Fuel Cell Electrical Generating Facilities Interconnected Before January 1, 2017

A customer that has received permission to operate its generating facility from PG&E under the NEMFC schedule prior to January 1, 2017, can continue to take service under NEMFC, notwithstanding the GHG Standards in the Applicability Section (3) above, until ARB's schedule of annual GHG emissions standard updates is established, and approved by the CPUC as needed. All other provisions of the tariff applicable to an Eligible Fuel Cell Electrical Generating Facility will continue to apply to such a generating facility.

b) NEMFC Eligible Fuel Cell Electrical Generating Facilities Interconnecting January 1, 2017 or later, but before Updated GHG Standards are Established and Approved by the CPUC as Needed.

Until the GHG Standards in the Applicability Section (3) above are established for the NEMFC program, and approved by the CPUC as needed, eligible applicants may take service on NEMFC but must sign Appendix D of Form 79-1010, or Appendix J of Form 79-1069-02 agreeing to terminate service on this tariff and pay all applicable costs and charges in the event their fuel cell does not meet the subsequently approved GHG Standards.

9. NEMFC Storage

a. Definition of NEMFC Storage

NEMFC Storage is defined as an arrangement where an Eligible Fuel Cell Electrical Generating Facilities includes a storage device that is located behind the same meter under a configuration that prevents the storage device from charging from another source other than the co-located Fuel Cell generator (i.e. the storage cannot be charged from grid power). This can be accomplished with a physical, non-import relay—or a functionally equivalent non-import configuration as outlined in the PG&E Distribution Generation Interconnection Handbook—to prevent grid power from flowing toward the battery.

If the NEMFC Storage device has found to be charging from the grid, then this arrangement shall no longer be eligible for this tariff.

(Continued)
SPECIAL CONDITIONS:  
(Cont’d.)

9. NEMFC Storage (cont’d)  
   
   b. Interconnection Cost  
   
   Customers interconnecting NEMFC storage shall be responsible for all applicable charges in Special Condition 2 of this tariff.  
   
   c. Storage Size Dependent Requirements  
   
   Requirements may differ depending on the size of the NEMFC Storage. The storage device size is determined by the inverter alternating current nameplate rating.
**ELECTRIC TABLE OF CONTENTS**

### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>TITLE OF SHEET</th>
<th>CAL P.U.C. SHEET NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Page</td>
<td></td>
<td>42571-E (T)</td>
</tr>
<tr>
<td>Rate Schedules</td>
<td>41969, 42206, 41961, 41962, 42572, 41964, 40921, 40236, 41965-E</td>
<td>(T)</td>
</tr>
<tr>
<td>Preliminary Statements</td>
<td>41966, 35423, 41796, 37737, 34373, 37727, 41783-E</td>
<td>(T)</td>
</tr>
<tr>
<td>Rules</td>
<td></td>
<td>40924, 42207, 41572*-E</td>
</tr>
<tr>
<td>Maps, Contracts and Deviations</td>
<td></td>
<td>37960-E</td>
</tr>
<tr>
<td>Sample Forms</td>
<td>40925*, 42208, 41151*, 41573*, 42209, 42573, 41153, 37769, 41786, 36059, 37169-E</td>
<td>(T)</td>
</tr>
</tbody>
</table>

(Continued)
<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>TITLE OF SHEET</th>
<th>CAL P.U.C. SHEET NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rate Schedules</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Standby Service</td>
<td>40243,40244,40245,41954,42047,40248,40249,40250,40251,40252,40253,40254,40255,40654,41955,40258,40259,40260,40261-E</td>
</tr>
<tr>
<td>E-ChP</td>
<td>Combined Heat and Power PPA</td>
<td>30809,30810,30811,30812,30813-E</td>
</tr>
<tr>
<td>E-ChP(S)</td>
<td>Combined Heat and Power Simplified PPA</td>
<td>30814,30815,30816,30817-E</td>
</tr>
<tr>
<td>E-ChP(S)A</td>
<td>Combined Heat And Power Simplified 500 kW PPA</td>
<td>30825,30826,31679,31680,31681,31682-E</td>
</tr>
<tr>
<td>E-DG</td>
<td>DCG Departing Customer Generation, CG</td>
<td>36593,36594,37148,37794,3251436595,36596,23252,23253,28405,23255-E</td>
</tr>
<tr>
<td>E-DEPART</td>
<td>Departing Customers</td>
<td>28859-E</td>
</tr>
<tr>
<td>E-DRP</td>
<td>Demand Response Provider Services</td>
<td>35430,37017-E</td>
</tr>
<tr>
<td>E-ECR</td>
<td>Enhanced Community Renewables (ECR) Program</td>
<td>40854,35739,40855,35741,35742,35743-E</td>
</tr>
<tr>
<td>E-GT</td>
<td>Green Tariff (GT) Program</td>
<td>40858,40633,40859,37964,37965-E</td>
</tr>
<tr>
<td>E-NMDL</td>
<td>New Municipal Departing Load</td>
<td>27453,32097,32098,32099,29557,29558-29559,29560,29561,29562,29563,29564-E</td>
</tr>
<tr>
<td>E-NWDL</td>
<td>New WAPA Departing Load</td>
<td>28581,28582,28862,28863,27448,27449,27450,27451,27452-E</td>
</tr>
<tr>
<td>E-LORMS</td>
<td>Limited Optional Remote Metering Services</td>
<td>20194-E</td>
</tr>
<tr>
<td>E-SDL</td>
<td>Split-Wheeling Departing Load</td>
<td>28588,28867,28868,27459,27460,27461,27462,27463,27464-E</td>
</tr>
<tr>
<td>E-STORE</td>
<td>Station Service For Storage Devices</td>
<td>40239,40239,40239,40240,40241,40242-E</td>
</tr>
<tr>
<td>E-TMDL</td>
<td>Transferred Municipal Departing Load</td>
<td>27465,28869,28870-35227,28961,30659,28608,25887,25888,25889,25890,25891-E</td>
</tr>
<tr>
<td>NEM2</td>
<td>Net Energy Metering Service</td>
<td>40265,37796,37797,37798,37799,37800,40266,40267,37803,37804,37805,37806,37807,37808,37809,37810,40268,37812,37813,37814,37815,37816,37817,37818,37819,37820,37821,37822,37869,37870,37871,37872,37873,37874,37875,37876,37877,37878,37879,37880,37881,37882,40269,40270,40271,40272-E</td>
</tr>
<tr>
<td>NEMFC</td>
<td>Net Energy Metering Service For Fuel Cell Customer-Generators</td>
<td>42568,38187,37772,37773,37774,37777,32446,32447,37824,42569,42570-E (T)</td>
</tr>
<tr>
<td>NEMBIO</td>
<td>Net Energy Metering Service For Biogas Customer-Generators</td>
<td>30791,27254,27255,28140,27256,26142,27257,26144,37823-E (T)</td>
</tr>
<tr>
<td>NEMCCSF</td>
<td>Net Energy Metering Service For City and County of San Francisco</td>
<td>28176,28177,28178,28179-E</td>
</tr>
<tr>
<td>NEMV</td>
<td>Virtual Net Metering for a Multi-Tenant or Multi-Meter Property</td>
<td>42055,42056,42057,31549,32806,31551,33921,31553,42058,42059,31556,31557,31558,31559,31560,42060,36566,32807,42061,31565,42062,32316,42063-E</td>
</tr>
<tr>
<td>NEM2V</td>
<td>Virtual Net Energy Metering Service</td>
<td>42044,37826,37827,37828,42045,37890,37831,37832,42046,42047,37835,42048,42049,37842,37843,37844,37845,42050-E</td>
</tr>
<tr>
<td>FORM</td>
<td>TITLE OF SHEET</td>
<td>CAL P.U.C. SHEET NO.</td>
</tr>
<tr>
<td>------</td>
<td>----------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>79-978</td>
<td>Interconnection Agreement for NEM of Solar or Wind Electric Generating Facilities, 1,000 kW or less, other than Residential or Small Commercial Facilities of 10 kW or Less</td>
<td>41147-E</td>
</tr>
<tr>
<td>79-978-02</td>
<td>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</td>
<td>41148*-E</td>
</tr>
<tr>
<td>79-997</td>
<td>Interconnection Agreement for Net Energy Metering of Biogas Digester Generating Facilities</td>
<td>32121-E</td>
</tr>
<tr>
<td>79-999</td>
<td>Agreement for Limited Optional Remote Metering Service</td>
<td>32123-E</td>
</tr>
<tr>
<td>79-1069</td>
<td>Generating Facility Interconnection Agreement (Eligible/Non-Eligible Net Generating Facility Export)</td>
<td>41124-E</td>
</tr>
<tr>
<td>79-1069-02</td>
<td>Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)</td>
<td>42567-E</td>
</tr>
<tr>
<td>79-1151B</td>
<td>Application – Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less</td>
<td>34810*E</td>
</tr>
<tr>
<td>79-1151B-02</td>
<td>Application - Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less</td>
<td>36335-E</td>
</tr>
<tr>
<td>79-1109</td>
<td>Net Energy Metering Application and Interconnection Agreement for the Building Owner of a Multifamily Affordable Solar Housing Facility with a Generating Facility of 1 Megawatt or Less</td>
<td>34805-E</td>
</tr>
<tr>
<td>79-1109-02</td>
<td>NEM2VMSH Virtual NEM Application and Interconnection Agreement for the Building Owner of Multifamily Affordable Housing with a Generating Facility of 1 Megawatt or Less</td>
<td>36329-E</td>
</tr>
<tr>
<td>79-1114</td>
<td>NEM 2010 Early True-up Request Form</td>
<td>28929-E</td>
</tr>
<tr>
<td>79-1124</td>
<td>Eligible Low Income Development Virtual NEM Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 Megawatt or Less</td>
<td>41126-E</td>
</tr>
<tr>
<td>79-1124-02</td>
<td>Eligible Low Income Development Virtual NEM (NEM2VMSH) Application and Interconnection Agreement for Multifamily Affordable Housing with Solar Generation Totaling 1 MW or Less</td>
<td>41127-E</td>
</tr>
<tr>
<td>79-1125</td>
<td>NEM / NEMVASH Inspection Report</td>
<td>33682-E</td>
</tr>
<tr>
<td>79-1130</td>
<td>Customer Request Form not to Receive Net Surplus Compensation</td>
<td>30639-E</td>
</tr>
<tr>
<td>79-1131</td>
<td>NEMV Application and Interconnection Agreement for an Eligible Generating Facility of 1MW or Less Serving Multiple Tenants</td>
<td>41128-E</td>
</tr>
<tr>
<td>79-1131-02</td>
<td>NEM2V Application and Interconnection Agreement for a Solar (PV) or Wind Generating Facility of 1 MW or Less</td>
<td>41129-E</td>
</tr>
<tr>
<td>79-1137</td>
<td>Interconnection Agreement for Net Metering for a Renewable Electrical Generation Facility of 1,000 Kilowatts or Less</td>
<td>41129-E</td>
</tr>
<tr>
<td>79-1137-02</td>
<td>Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind</td>
<td>41312-E</td>
</tr>
<tr>
<td>79-1142</td>
<td>NEMV Interconnection Application for a Renewable Electrical Generation Facility of 1 Megawatt or Less</td>
<td>41133-E</td>
</tr>
<tr>
<td>79-1153</td>
<td>NEM Load Aggregation Appendix</td>
<td>35490-E</td>
</tr>
<tr>
<td>79-1153-02</td>
<td>NEM2A Load Aggregation Appendix</td>
<td>36336-E</td>
</tr>
<tr>
<td>79-1155</td>
<td>Schedules NEM, NEMV, NEMVASH, NSE Renewable Energy Credits Compensation</td>
<td>33218-E</td>
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(Continued)
Attachment 3

Redline Tariffs
INTERCONNECTION AGREEMENT
FOR NET ENERGY METERING OF
FUEL CELL GENERATING
FACILITIES

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.
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 (Supplier 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.

Appendix E NEMFC Storage

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-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-Generator’s 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 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 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 application\(^1\) 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

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\(^1\) 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.
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 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
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.
15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

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

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

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

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

___________________________________________________________
Fuel Cell Customer Generator’s Name

___________________________________________________________
Authorized by (Print)

___________________________________________________________
Authorized by (Print)

___________________________________________________________
Signature

___________________________________________________________
Signature

___________________________________________________________
Title

___________________________________________________________
Title

___________________________________________________________
Date

___________________________________________________________
Date
APPENDIX A

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

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

Automated Document, Preliminary Statement Part A
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)
APPENDIX E (If Applicable)

NEMFC Storage

Applicants adding storage pursuant to Schedule NEMFC under the Special Condition for storage must include proper documentation per PG&E’s Distribution Interconnection Handbook (DIH).
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).
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):

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<td>fuel cell</td>
<td></td>
</tr>
<tr>
<td>tidal current</td>
<td></td>
</tr>
<tr>
<td>small hydroelectric generation</td>
<td></td>
</tr>
<tr>
<td>Storage/Batteries (NEM eligible only)</td>
<td></td>
</tr>
<tr>
<td>amp hours</td>
<td></td>
</tr>
<tr>
<td>inverter kW</td>
<td></td>
</tr>
</tbody>
</table>

   2.5.2 Non-Eligible Generator(s): _______ kW

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

2.6 The Net Nameplate Rating of the Generating Facility is:
2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

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

2.6.2 Non-Eligible Generator(s): _______ kW

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

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

2.7.1 Eligible Generator(s):

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

Storage/Batteries (NEM eligible only)

_______ amp hours

_______ inverter kW
2.7.2 Non-Eligible Generator(s): __________ kW

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

2.8 The purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode

☐ does / ☐ does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.

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

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

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

<table>
<thead>
<tr>
<th>Technology</th>
<th>Are Met ☑</th>
<th>Are Not Met ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>biomass</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>digester gas</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>solar thermal</td>
<td>☑</td>
<td>☐</td>
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<tr>
<td>municipal solid waste</td>
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<td>photovoltaic</td>
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<tr>
<td>landfill gas</td>
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<tr>
<td>wind</td>
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<td>☐</td>
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<tr>
<td>ocean wave</td>
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<tr>
<td>geothermal</td>
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<tr>
<td>ocean thermal</td>
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<tr>
<td>fuel cell</td>
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<tr>
<td>tidal current</td>
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<td>☐</td>
</tr>
<tr>
<td>small hydroelectric generation</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>biogas digester (under NEMBIO)</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>fuel cell (under NEMFC)</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>other technology</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>
2.11 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 K - NEMFC Storage
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.
(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.
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.
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 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...
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 application† 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

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

6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.

6.3 If the provisions of PG&E’s Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

6.4 The Interconnection Facilities may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for PG&E’s administration and billing pursuant to PG&E’s tariffs for net energy metering.

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

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

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

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

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

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

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

8.3 If Producer’s Generating Facility employs solely of Renewable Electrical Generation Facilities the requirements of Section 8.1 shall be waived. However, to the extent that Producer has currently in force Commercial General Liability or Personal (Homeowner’s) Liability insurance, Producer agrees that it will maintain such insurance in force for the duration of this Agreement in no less than amounts currently in effect. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operations. Such insurance shall provide for thirty (30) calendar days written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:

(a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer’s ability to self-insure, Producer agrees to immediately obtain the
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.
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.
13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission’s rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. **AMENDMENT AND MODIFICATION**

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

15. **ENTIRE AGREEMENT**

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

16. **SIGNATURES**

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

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)

PACIFIC GAS AND ELECTRIC COMPANY

(Signature)

(Print Name)

(Title)

(Date)
APPENDIX A

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

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

RULES “2” AND “21”

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

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

PRODUCER’S WARRANTY THAT THE GENERATING FACILITY IS A “COGENERATION FACILITY” PURSUANT TO SECTION 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.
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.
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

Automated Document, Preliminary Statement A
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.
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:

| ☐ biomass | ☐ geothermal | ☐ municipal solid waste |
| ☐ solar thermal | ☐ fuel cell | ☐ landfill gas |
| ☐ small hydroelectric generation | ☐ ocean wave | ☐ digester gas |
| ☐ ocean thermal | ☐ tidal current | ☐ 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
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 or Generating Facility to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of PG&E’s request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer’s Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility’s compliance with the Eligibility Requirements – PG&E will provide a minimum of 10 business days notice to the Eligible Customer-Generator should PG&E decide an inspection is required. If PG&E determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E’s reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer–Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).
PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator’s representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E’s Schedule 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: ________________________________________________
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:

<table>
<thead>
<tr>
<th>Mitigation Scope 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mitigation Scope 2</td>
</tr>
<tr>
<td>Mitigation Scope 3</td>
</tr>
<tr>
<td>Mitigation Scope 4</td>
</tr>
</tbody>
</table>

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.
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)
NEMFC Storage

Applicants adding storage pursuant to Schedule NEMFC under the Special Condition for storage must include proper documentation per PG&E’s Distribution Interconnection Handbook (DIH).
ELECTRIC SCHEDULE NEMFC

Sheet 1

NET ENERGY METERING SERVICE FOR FUEL CELL CUSTOMER-GENERATORS

APPLICABILITY: This schedule is applicable to a Bundled Service, Community Choice Aggregation Service (CCA Service) or Direct Access Service (DA Service) Customer who is served under a Time-of-Use (TOU) rate schedule, and who:

(1) installs an Eligible Fuel Cell Electrical Generating Facility, as defined below, with a generating capacity no greater than 5,000 kW, located on or adjacent to the customer’s owned, leased or rented premises, that is interconnected and operates in parallel with PG&E’s grid while the grid is operational, and is sized to offset part or all of the Customer’s electrical requirements;

(2) is the recipient of local, state, or federal funds, or who self-finances projects designed to encourage the development of Eligible Fuel Cell Electrical Generating Facilities, and

(3) uses technology that achieves reductions in emissions of greenhouse gases (GHG) pursuant to Public Utilities Code Section 2827.10 subdivision (b) as established by the California Air Resources Board (ARB) and as regularly updated consistent with the statute (GHG Standards), except as provided in Special Condition 8 of this tariff and

(4) meets all other requirements in this schedule.

Such a customer will be referred to hereafter as a “Fuel Cell Customer-Generator.” Customers eligible for service under this schedule are exempt from any new or additional charges not included in their Otherwise Applicable Schedule (OAS), except as described in Special Condition 2.

This service is not applicable to a CCA Service or DA Service Fuel-Cell Customer-Generator where the customer’s Community Choice Aggregator (CCA) or DA Electric Service Provider (ESP) does not offer a fuel cell net energy metering tariff. In addition, if an eligible Fuel Cell Customer-Generator participates in direct transactions with a CCA or ESP that does not provide distribution service for the direct transactions, the CCA or ESP, and not PG&E, is obligated to provide net energy metering to the customer.

The “Eligible Fuel Cell Electrical Generating Facility” is defined as a generating facility that meets all applicable safety and performance standards in accordance with PG&E’s Electric Rule 21 and pursuant to PU Code Section 2827.10 (a)(2) that includes:

1) an integrated powerplant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy;

2) an inverter and fuel processing system where necessary, and

3) other plant equipment, including heat recovery equipment necessary to support the plant’s operation or its energy conversion.

A Fuel Cell with a storage device that meets the above conditions as well as those in Special Condition 9, NEMFC Storage, will also be considered an Eligible Fuel Cell Electrical Generating Facility.

Customers seeking generator interconnections in portions of San Francisco and Oakland where PG&E has a network grid must contact PG&E about generation export limitations.
SPECIAL CONDITIONS:
(Cont'd.)

8. EMISSIONS STANDARD APPLICATION:

Pursuant to PUC Section 2827.10, ARB will provide for a schedule of annual GHG Standard updates. All NEMFC Eligible Fuel Cell Electrical Generating Facilities shall comply on an ongoing basis with the GHG Standards in the Applicability Section (3) once established by ARB, and approved by the CPUC as needed. Until that time, the following standards shall apply:

a) NEMFC Eligible Fuel Cell Electrical Generating Facilities Interconnected Before January 1, 2017

A customer that has received permission to operate its generating facility from PG&E under the NEMFC schedule prior to January 1, 2017, can continue to take service under NEMFC, notwithstanding the GHG Standards in the Applicability Section (3) above, until ARB’s schedule of annual GHG emissions standard updates is established, and approved by the CPUC as needed. All other provisions of the tariff applicable to an Eligible Fuel Cell Electrical Generating Facility will continue to apply to such a generating facility.

b) NEMFC Eligible Fuel Cell Electrical Generating Facilities Interconnecting January 1, 2017 or later, but before Updated GHG Standards are Established and Approved by the CPUC as Needed

Until the GHG Standards in the Applicability Section (3) above are established for the NEMFC program, and approved by the CPUC as needed, eligible applicants may take service on NEMFC but must sign Appendix D of Form 79-1010, or Appendix J of Form 79-1069-02 agreeing to terminate service on this tariff and pay all applicable costs and charges in the event their fuel cell does not meet the subsequently approved GHG Standards.

9. NEMFC Storage

a. Definition of NEMFC Storage

NEMFC Storage is defined as an arrangement where an Eligible Fuel Cell Electrical Generating Facilities includes a storage device that is located behind the same meter under a configuration that prevents the storage device from charging from another source other than the co-located Fuel Cell generator (i.e. the storage cannot be charged from grid power). This can be accomplished with a physical, non-import relay—or a functionally equivalent non-import configuration as outlined in the PG&E Distribution Generation Interconnection Handbook—to prevent grid power from flowing toward the battery.

If the NEMFC Storage device has found to be charging from the grid, then this arrangement shall no longer be eligible for this tariff.

Advice 5021-E
Issued by
Robert S. Kenney
Date Filed February 13, 2017
Effective February 13, 2017
Decision
Vice President
Resolution
Regulatory Relations
SPECIAL CONDITIONS:
(Cont’d.)

9. NEMFC Storage (Cont’d)

b. Interconnection Cost

Customers interconnecting NEMFC storage shall be responsible for all applicable charges in Special Condition 2 of this tariff.

c. Storage Size Dependent Requirements

Requirements may differ depending on the size of the NEMFC Storage. The storage device size is determined by the inverter alternating current nameplate rating.

(N)
AT&T
Albion Power Company
Alcantar & Kahl LLP
Anderson & Poole
Atlas ReFuel
BART
Barkovich & Yap, Inc.
Braun Blaising Smith Wynne P.C.
CalCom Solar
California Cotton Ginners & Growers Assn
California Energy Commission
California Public Utilities Commission
California State Association of Counties
Calpine
Casner, Steve
Cenergy Power
Center for Biological Diversity
City of Palo Alto
City of San Jose
Clean Power Research
Coast Economic Consulting
Commercial Energy
County of Tehama - Department of Public Works
Crossborder Energy
Crown Road Energy, LLC
Davis Wright Tremaine LLP
Day Carter Murphy
Dept of General Services
Don Pickett & Associates, Inc.
Douglass & Liddell
Downey & Brand
Ellison Schneider & Harris LLP
Energy Management Service
Evaluation + Strategy for Social Innovation
GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz & Ritchie
Green Charge Networks
Green Power Institute
Hanna & Morton
ICF
International Power Technology
Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.
Linde
Los Angeles County Integrated Waste Management Task Force
Los Angeles Dept of Water & Power
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenzie & Associates
Modesto Irrigation District
Morgan Stanley
NLNE Energy, Inc.
NRG Solar
Office of Ratepayer Advocates
OnGrid Solar
Pacific Gas and Electric Company
Pioneer Community Energy
Praxair
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
SCE
SDG&E and SoCalGas
SPURR
San Francisco Water Power and Sewer
Seattle City Light
Sempra Utilities
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.
TransCanada
Troutman Sanders LLP
Utility Cost Management
Utility Power Solutions
Utility Specialists
Verizon
Water and Energy Consulting
Wellhead Electric Company
Western Manufactured Housing Communities Association (WMA)
Yep Energy