Pacific Gas and Electric Company

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May 17, 2019

Advice 5545-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: **Updates to Deviations of Submitted Forms 79-978B, 79-992A and 79-978C - Interconnection Agreements For The California Department of Corrections Rehabilitation (CDCR) To Support Electric Schedule NEM2**

Purpose

In accordance with General Order (GO) 96-B, General Rule Section 9.2.3[1] for Advice Letters for the California Government, Pacific Gas and Electric (PG&E) submits this advice letter (AL) updating three existing deviated forms for the interconnection of generating facilities for the California Department of Corrections and Rehabilitation (CDCR) under Electric Schedule NEM2.

Background

On June 20, 2014, Senate Bill (SB) 862 was signed (Committee on Budget and Fiscal Review, 2014) into law. SB 862, among other changes, amended the definition of a NEM Eligible Customer-Generator to include provisions specifically for the CDCR in Section 2827(b)(4)(B) of the Public Utilities (PU) Code, allowing the CDCR to take NEM service with a renewable electrical generation technology, or combination of technologies, with a

[1] G.O.96B §9.2.3 Emergency Service; Service to Government Agencies…"At all times, a utility other than a telephone corporation may provide service (other than resale service) to a government agency for free, or at reduced rates and charges, or under terms and conditions otherwise deviating from its tariffs then in effect. The utility may begin such service without prior Commission approval, but the utility shall promptly submit an advice letter to the appropriate Industry Division to notify the Commission of the utility's provision of such service and of the rates, charges, terms and conditions under which the service is provided. Although the advice letter may be effective pending disposition under General Rule 7.5.3, the Commission may determine, in an appropriate proceeding, the reasonableness of such service. For purposes of this General Rule 9.2.3, 'government agency' means … the State of California, the State of California and its political subdivisions and municipal corporations, including the departments thereof, and public fairs and celebrations."

total generating capacity of not more than 8 megawatts (MW), as opposed to the regular 1 MW limit.

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

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

(2) Cost responsibility for upgrades to the transmission and distribution system, if any, arising solely from such an interconnection request as identified the aforementioned study.

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

AL 4617-E[2], approved May 16, 2015, provided that, as a NEM Eligible Customer-Generator, the CDCR should execute a NEM interconnection agreement when interconnecting CDCR Generating Facility under the provisions of SB 862. However, AL 4617-E anticipated that deviations would be needed to:

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

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

On October 16, 2015, PG&E submitted AL 4724-E[3] with the above mentioned CDCR interconnection agreement deviations, along with a CDCR letter of support. AL 4724-E along with the forms were approved on December 8, 2015.

[2] **AL 4617-E** *Modifications to Electric Tariffs NEM and Rule 21 Pursuant to Senate Bill 862 for the California Department of Corrections and Rehabilitation, pursuant to SB 862,* submitted April 16, 2015 and approved May 8, 2015.

[3] **AL 4724-E** *Deviations to the Filed Forms 79-978, and 79-992 Interconnection Agreements, to Implement the Provisions of Senate Bill 862 and Schedule NEM for the California Department of Corrections and Rehabilitation* submitted 10/16/2015, approved December 8, 2016 and effective October 16, 2015 per Resolution E-4753.

On December 16, 2016 the successor tariffs to NEM, notably NEM2, became effective, with PG&E's AL 4980-E[4] giving notice PG&E had reached is NEM program enrollment cap.

Recently the CDCR has approached PG&E with its first new projects since NEM2 became effective. Accordingly, PG&E submits these updates to the CDCR forms to support the NEM2 program. Pursuant to G.O. 96B §5.3(5), these deviations are submitted as a Tier 3 advice letter.

Tariff Revisions

AL 4724-E included three deviated interconnection agreements: Form 79-978B, a single party agreement and Forms 79-978C and 79-992A for multiparty agreements.

This advice letter deviation forms were created from the existing Submitted Forms with the following changes:

I. Single Party Agreement – Form **79-978B-02**

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

- Makes generic edits;
- Adds language on distribution upgrades and network upgrades;
- Adds Milestones attachment;
- Updates Insurance limit and related requirements.

II. Multiparty Agreements

Host Agreement – Form **79-992A-02**

Deviation on Submitted Form 79-992 – renamed: Multi-Party Host Customer Generation Agreement (3rd Party Generator on Premises) – for the Use of The California Department of Corrections and Rehabilitation Only.

- Makes generic edits;

[4] **AL 4980-E** *Advice Filing Regarding Net Energy Metering (NEM) Successor, E-DCG and Electric Rule 21 Tariffs Effective Dates*– implements the NEM successor tariffs (See AL 4802-E et seq.) upon hitting PG&E NEM enrollment cap. 12/16/2016 approved 5/24

- Adds language acknowledging customer as NEM eligible host;
- Adds appendix for tracking each Producer Agreement;
- Adds language on assignment of liability;
- Updates Insurance limit and related requirements.

Producer Agreement – Form **79-978C-02**

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

- Adds changes for CDCR;
- Adds language on distribution upgrades and network upgrades;
- Adds limitations on liability section;
- Adds assignment of liability section;
- Adds milestone attachment;
- Updates Insurance limit and related requirements.

Protests

Anyone wishing to protest this advice letter may do so by letter sent via U.S. mail, facsimile or E-mail, no later than June 6, 2019, 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

Facsimile: (415) 973-3582
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 3 advice letter, pursuant to the provision of General Order 96-B, General Rule Section 9.2.3, become effective upon submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service lists for R.11-09-011 and R.17-07-007. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter 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 and R.17-07-007

California Public Utilities Commission

ADVICE LETTER SUMMARY

ENERGY UTILITY

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

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39E)

Utility type:
- [x] ELC
- [ ] GAS
- [ ] WATER
- [ ] PLC
- [ ] HEAT

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

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5545-E

Tier Designation: 3

Subject of AL: Updates to Deviations of Submitted Forms 79-978B, 79-992A and 79-978C - Interconnection Agreements For The California Department of Corrections Rehabilitation (CDCR) To Support Electric Schedule NEM2

Keywords (choose from CPUC listing): Agreements, Metering

AL Type: [ ] Monthly [ ] Quarterly [ ] Annual [x] One-Time [ ] Other:

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

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

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

Confidential treatment requested? [ ] Yes [x] No

If yes, specification of confidential information: See attached declaration that identifies all of the confidential in
Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? [ ] Yes [x] No

Requested effective date: 5/17/19

No. of tariff sheets: 3

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

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

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

Tariff schedules affected: List of Contracts and Deviation

Service affected and changes proposed[1]: N/A

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

[1]Discuss in AL if more space is needed.

Clear Form

Protests 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:

CPUC, Energy Division Attention: Tariff Unit 505 Van Ness Avenue San Francisco, CA 94102 Email: EDTariffUnit@cpuc.ca.gov	Name: Erik Jacobson, c/o Megan Lawson Title: Director, Regulatory Relations Utility Name: Pacific Gas and Electric Company Address: 77 Beale Street, Mail Code B13U City: San Francisco, CA 94177 State: California Zip: 94177 Telephone (xxx) xxx-xxxx: (415)973-2093 Facsimile (xxx) xxx-xxxx: (415)973-3582 Email: PGETariffs@pge.com
	Name: Title: Utility Name: Address: City: State: District of Columbia Zip: Telephone (xxx) xxx-xxxx: Facsimile (xxx) xxx-xxxx: Email:

Clear Form

Cal P.U.C. Sheet No.	**Title of Sheet**	**Cancelling Cal P.U.C. Sheet No.**
44223-E	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 60	40145-E*
44224-E	ELECTRIC TABLE OF CONTENTS Sheet 1	44170-E
44225-E	ELECTRIC TABLE OF CONTENTS Sheet 21	43410-E

LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Name and Location of Customer / PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff: Schedule or Rule No.	Most Comparable Regular Tariff: Contract Difference	
CORPORATE CENTER						
Federal Agencies						
Dept. of Transportation Federal Aviation Admin.	Coml	3-12-79 5 Years*1	---	Rule 15	Cost of Ownership Charge	
General Services Administration	Res/Coml/Ind	12-10-14 10 Years	G.O.96-B Section 8.2.3	---	Areawide Agreement	
Dept. of Energy DOE Laboratories and Western Area Power Administration	Coml/Ind	3-17-99 10 Years	G.O.96-A,X.B.	---	Power Delivery Service	
State Agencies						
State of California Dept. of Transportation	Street and traffic operations	4-24-00	G.O. 96-A,X.B	LS-3, TC-1	Applicability Deviation and Addendum	
California High-Speed Rail Authority	Rail Operation	04-25-14	Ref. Advice Letter 3484-G/4443-E, 3484-G-A/4443-E-A, 3484-G-B/4443-E-B, and 3794-G/4986-E	Rules 15 and 16	Facility Relocation and Disconnection Procedures	
California High-Speed Rail Authority (HSR 10-10, HSR14-37 and HSR 16-56)	Rail Operation	Between 12-12-12 to 01-09-17	Ref. Advice Letter 5046-E	Rule 15 and 16	Special State Contract and Payment Process	
U.S. Armed Forces	General Service	11-1-15	G.O. 96-B Section 8.2.3 Ref. Advice Letter 4717-E	Form 79-978	Deviations in Customer Generation Agreement for the U.S. Armed Forces to Implement SB 83 (2015)	
California Department of Corrections and Rehabilitation	General Service	10-16-15	G.O. 96-B Section 8.2.3 Ref. Advice Letter 4724-E, 5545-E	Forms 79-978 and 79-992	Deviations in Customer Generation Agreements for the California Department of Corrections and Rehabilitation	(T)
Supplemental Power						
N62474-67-0101 U.S. Navy: Vallejo, Stockton, Dixon, Lemoore and Moffett Field	Supplemental	10-1-66 9-30-76	G.O.96-A,X.B. 11-28-67	---	Special Rate	
DWR-855503 State of California Dept. of Water Resources State Water Project	Trans. & Exchange	11-18-66	G.O.96-A,X.B. 12-18-68	---	Special Rate Transmission, Exchange and Substation Service	
Developers/Subdividers						
Various Developers, Lot-sale Subdivisions: 24 Cash Advances 35 Performance Bonds 53 Letters of Credit	Domestic Service	Various	Res. E-1316 3-21-72	Rule 15	Annual Charge for Excess Facilities	

*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

(Continued)

TABLE OF CONTENTS

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.	

(Continued)

TITLE OF SHEET **CAL P.U.C. SHEET NO.**

Maps, Contracts and Deviations

SERVICE AREA MAPS

LIST OF CONTRACTS AND DEVIATIONS

(Continued)

Advice 5545-E
May 17, 2019

Attachment 2

Clean and Redlined Form 79-978B-02

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

(For The Use of The California Department of Corrections and Rehabilitations Only)

SINGLE PARTY INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) ELECTRIC GENERATING FACILITIES OF MORE THAN 1,000 KW AND LESS THAN 8,000 KW – FOR THE USE OF THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

This *Single Party Interconnection Agreement for Net Energy Metering (NEM2) Electric Generating Facilities* (Agreement)[1] is entered into by and between California Department of Corrections and Rehabilitation, a government agency under the jurisdiction of the State of California (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.1, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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

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

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

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

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

Name: ______________________________

Address: ____________________________

City/Zip Code: ______________________

[1] Additional forms are available on PG&E's website at http://www.pge.com/gen).

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

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

2.7 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement __________________.

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

2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, 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.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

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

Appendix C Milestones

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

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

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

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 20 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

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

(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

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

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

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

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

(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.

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

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

6. GENERATING FACILITY REQUIREMENTS

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

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

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

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

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

6.6 Customer-Generator certifies as a part of this interconnection request for NEM2 that

(i) a warranty of at least 10 years has been provided on all equipment and on its installation, or

(ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

7. INTERCONNECTION FACILITIES

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

7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.

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

8. DISTRIBUTION UPGRADES

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

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

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

9. NETWORK UPGRADES

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

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

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

10. LIMITATION OF LIABILITY

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

11. INSURANCE

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

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

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

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

11.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6 and is not self-insured under Section 11.3, the following insurance shall apply:

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

(a) Two million dollars ($5,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or

(b) One million dollars ($2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or

The insurance shall, by endorsement:

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

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

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

11.2 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 11.1.

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

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

Pacific Gas and Electric Company
Attn: Insurance Department

77 Beale St.
San Francisco, CA 94105

12. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

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

13. NOTICES

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

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

If to Customer-Generator:

Customer-Generator Name: ______________________________

Address: ____

City: ____

Phone: (_____) ____

FAX: (_____) ____

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

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

14. REVIEW OF RECORDS AND DATA

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

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

15. ASSIGNMENT

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

16. NON-WAIVER

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

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

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

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

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

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

18. AMENDMENT AND MODIFICATION

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

19. ENTIRE AGREEMENT

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

20. SIGNATURES

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

______________________	**PACIFIC GAS AND ELECTRIC COMPANY**
(Customer Generator's Name)	
______________________	______________________
(Signature)	*(Signature)*
______________________	______________________
(Print Name)	*(Print Name)*
______________________	______________________
(Title)	*(Title)*
______________________	______________________
(Date)	*(Date)*

APPENDIX A

DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

APPENDIX B (If Applicable)

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

Attach Copies

APPENDIX C

Milestones

Estimated In-Service Date: ___________________

Critical milestones and responsibility as agreed to by the Parties:

	Milestones	Date	Responsible Party
1.			
2.			
3.			
4.			
5.			
6.			
7.			

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

Agreed to by:

For PG&E: __________________________ Date: ______________

For the Producer: ________________________ Date: ______________

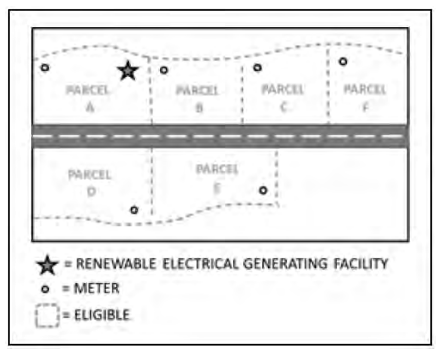
Appendix D (If Applicable)

NEM Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located on Same or Adjacent or Contiguous Property to Generator Parcel (when applicable)

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 100% 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:
   a. on the property where the renewable electrical generation facility is located, or
   b. 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 item 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 Attachment 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

SINGLE PARTY INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) ELECTRIC GENERATING FACILITIES OF MORE THAN 1,000 KW AND LESS THAN 8,000 KW – FOR THE USE OF THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

This *Single Party Interconnection Agreement for Net Energy Metering (NEM2) Electric Generating Facilities* (Agreement)[1] is entered into by and between California Department of Corrections and Rehabilitation, a government agency under the jurisdiction of the State of California (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.1, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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

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

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

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

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

Name: ______________________________

Address: ____________________________

City/Zip Code: ______________________

[1] Additional forms are available on PG&E's website at http://www.pge.com/gen).

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

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

2.7 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement ______________.

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

2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, 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[2] no later than March 31, 2018, or~~

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

~~1. A completed Interconnection Application including all supporting documents and required payments,~~

~~(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.~~

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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

Appendix A	Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
Appendix B	A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work (62-4527*), if applicable (Formed by the Parties).
Appendix C	Milestones
Appendix D	NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

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

4. CUSTOMER BILLING AND PAYMENT

~~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.~~

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 20 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

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

(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

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

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

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

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

(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.

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

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

6. GENERATING FACILITY REQUIREMENTS

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

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

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

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

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

6.6 Customer-Generator certifies as a part of this interconnection request for NEM2 that

(i) a warranty of at least 10 years has been provided on all equipment and on its installation, or

(ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

7. INTERCONNECTION FACILITIES

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

7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.

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

8. DISTRIBUTION UPGRADES

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

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

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

9. NETWORK UPGRADES

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

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

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

10. LIMITATION OF LIABILITY

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

11. INSURANCE

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

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

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

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

11.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6 and is not self-insured under Section 11.3, the following insurance shall apply:

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

(a) Two million dollars ($~~2~~5,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or

(b) One million dollars ($2~~1~~,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or

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

The insurance shall, by endorsement:

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

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

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

11.2 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 11.1.

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

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

Pacific Gas and Electric Company
Attn: Insurance Department
77 Beale St.
San Francisco, CA 94105~~c/o EXIGIS LLC~~
~~support@exigis.com~~
~~Fax: 646-755-3327~~

12. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

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

13. NOTICES

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

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

If to Customer-Generator:

Customer-Generator Name: ______________________________

Address: ____

City: ____

Phone: (_____) ____

FAX: (_____) ____

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

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

14. REVIEW OF RECORDS AND DATA

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

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

15. ASSIGNMENT

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

16. NON-WAIVER

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

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

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

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

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

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

18. AMENDMENT AND MODIFICATION

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

19. ENTIRE AGREEMENT

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

20. SIGNATURES

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

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer Generator's Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

APPENDIX A

DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

APPENDIX B (If Applicable)

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

Attach Copies

APPENDIX C

Milestones

Estimated In-Service Date:____________________

Critical milestones and responsibility as agreed to by the Parties:

Milestones	**Date**	**Responsible Party**
1. ______	______	______
2. ______	______	______
3. ______	______	______
4. ______	______	______
5. ______	______	______
6. ______	______	______
7. ______	______	______

~~Milestone/Date~~ ~~Responsible Party~~

~~1.~~ ______

~~2.~~ ______

~~3.~~ ______

~~4.~~ ______

~~5.~~ ______

~~6.~~ ____

~~7.~~ ____

~~8.~~ ____

~~9.~~ ____

~~10.~~ ____

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

Agreed to by:

For PG&E: ___________________________ Date: ______________

For the Producer: ________________________ Date: ______________

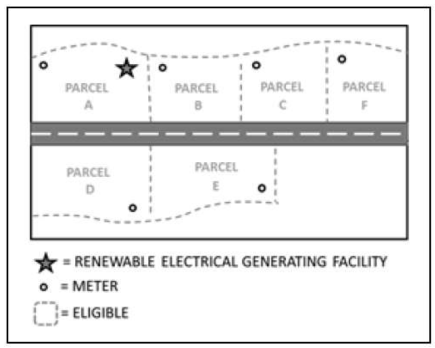
Appendix D (If Applicable)

NEM Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located on Same or Adjacent or Contiguous Property to Generator Parcel (when applicable)

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 100% 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:
   a. on the property where the renewable electrical generation facility is located, or
   b. 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 item 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 Attachment 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*

Advice 5545-E
May 17, 2019

Attachment 3

Clean and Redlined Form 79-992A-02

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

(For Use by the California Department of Corrections and Rehabilitation Only)

Pacific Gas and Electric Company

MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3rd PARTY GENERATOR ON PREMISES) – FOR USE BY THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

This *Multi-Party Host Customer Generation NEM2 Agreement (3rd Party Generator on Premises)* (Agreement) is entered into by and between the California Department of Corrections and Rehabilitation, a government agency under the jurisdiction of the State of California (Customer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the *Multi-Party Producer Customer Agreement for Net Energy Metering (NEM2) (3rd Party Generator on Premises), {"Producer Agreement"}*, identified in Appendix A and attached as Appendix C, allows the Producer(s) (as identified in Appendix A) to utilize Customer's electrical facilities to interconnect and operate its respective Generating Facility in parallel with PG&E's Distribution System. The purpose of the Generating Facilities of these Producers (collectively referred to as "CDCR Producers") is to serve the Customer's electrical loads pursuant to the provisions of PG&E's electric rate Schedule NEM2 (NEM2) at the location identified in Section 2.1.

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

2.1 The name and address used by PG&E to locate the Customer or electric service account where the Generating Facilities of the CDCR Producers interconnect with PG&E's Distribution System is:

Name: ____

Address: ____

City/Zip Code:____

2.2 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _______________________.

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

3.1 Customer, as the NEM2 eligible [Customer-Generator] pursuant to Public Utilities Code Sections 2827, and 2827.1 acknowledges that it has authorized each of the Generating Facilities referenced in Appendix A to be installed and operated by the respective CDCR Producer in accordance with PG&E's Electric Rule 21 and NEM2 tariff on or adjacent to Customer's premises. Such Generating Facilities shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by PG&E at the location identified in Section 2.1, above, and for the purposes of receiving service pursuant to PG&E's NEM2 tariff. Customer shall be solely responsible for the terms of any agreement between it and each of the CDCR Producer.

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

3.3 Customer acknowledges the Generating Facilities shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E's Electric Rule 21 and NEM2 tariff, and any other regulations and laws governing the interconnection of each of the Generating Facilities. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of each of the Generating Facilities including, but not limited to the provisions of PG&E's NEM2 tariff and cost responsibility for applicable Interconnection Facilities and Distribution and/or Network Upgrades as outlined in Appendix C as well as PG&E's Electric Rule 2, and that the performance or lack of performance of the Generating Facilities may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Customer also acknowledges that it has been made aware of exemptions/exceptions allowed in PG&E's Electric

Schedules S and E-DCG. Copies of such tariffs are available at www.PGE.com/tariffs or by request to PG&E.

3.4 Any amounts to be paid, or refunded to, PG&E for the services received by Customer as a result of a CDCR Producer failing to operate the Generating Facility in accordance with the terms of the representations and warranties made under the *Producer Agreement* shall be paid to PG&E in accordance with PG&E's Rule 21 and Customer's Otherwise Applicable Tariffs (OAT).

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

3.6 In connection with a CDCR Producer's Producer Agreement, Customer shall provide to each CDCR Producer the then most current version of the Single-Line Diagram which includes all of the CDCR Producers' Generating Facilities for a CDCR Producer to indicate its Generating Facility within such diagram. The revised Single-Line Diagram including all existing and proposed Generating Facilities shall then be submitted to PG&E along with the new Interconnection Request.

4. TERMS AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 13 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

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

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

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

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

(a) A change in PG&E's applicable tariffs, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement or the Producer Agreements with the CDCR Producers as identified in Appendix A; or,

(b) Unless otherwise agreed in writing by the Parties, Customer fails to take all corrective actions specified in PG&E's Notice provided in accordance with Section 6 that Customer is out of compliance with the terms of this Agreement within the time frame set forth in such Notice.

5. LIMITATION OF LIABILITY

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

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

6. NOTICES

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

If to PG&E:

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

If to Customer:

California Department of Corrections and Rehabilitation
Attention: ______________________
Address: ______________________
City: ______________________
Phone: ( ) ________________
FAX: ( ) ________________

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

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

7. RELEASE OF DATA

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

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

8. ASSIGNMENT

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

9. NON-WAIVER

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

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

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

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

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

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

10.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 1 or Electric Rule 21 Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

11. AMENDMENTS AND MODIFICATION

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

12. ENTIRE AGREEMENT

This Agreement, and the *Producer Agreement(s)* of the CDCR Producers, including any incorporated tariffs, contain the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, the *Producer Agreement(s)*, or in the incorporated tariffs.

13. SIGNATURES

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

CALIFORNIA DEPARTMENT OF CORECTIONS AND REHABILITATION	**PACIFIC GAS AND ELECTRIC COMPANY**
(Company Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3rd PARTY GENERATOR ON PREMISES) – FOR USE BY THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

APPENDIX A

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

1. ____________________________ [name of Producer] Producer Agreement

The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the *Multi-Party Producer Customer Generation Agreement for Net Energy Metering (NEM2) (3rd Party Generator On Premises)* between PG&E and ____________________________, its successors or assigns (Producer) dated _____________________________ (Producer Agreement).

Producer's Total Nameplate Generation (kW): ________

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

Producer's contact information:

Name: ____

Address: ______________________________________

City/Zip Code: __________________________________

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

PRODUCER ______________________	**PACIFIC GAS AND ELECTRIC COMPANY**
Signature: ________________________	Signature: _______________________
Name: ___________________________	Name: __________________________
Title: ____________________________	Title: ___________________________

MULTI-PARTY HOST
CUSTOMER GENERATION AGREEMENT
FOR NET ENERGY METERING (NEM2)
(3rd PARTY GENERATOR ON PREMISES) –
FOR USE BY THE CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION ONLY

Date: ______________________________ Date: _____________________________

Producer Agreement #: ________
____________________________ [name of Producer] Producer Agreement

The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the *Multi-Party Producer Customer Generation Agreement for Net Energy Metering (NEM2) (3rd Party Generator On Premises)* between PG&E and ________________________________, its successors or assigns (Producer) dated ________________________________ (Producer Agreement).

Producer Total Nameplate Generation (kW): ________

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

Producer's contact information:

Name: ____

Address: ____

City/Zip Code: ____________________________________

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

PRODUCER___________________________	**PACIFIC GAS AND ELECTRIC COMPANY**
Signature: __________________________	Signature: _____________________
Name: _____________________________	Name: _________________________
Title: ______________________________	Title: __________________________
Date: ______________________________	Date: __________________________

MULTI-PARTY HOST
CUSTOMER GENERATION AGREEMENT
FOR NET ENERGY METERING (NEM2)
(3rd PARTY GENERATOR ON PREMISES) –
FOR USE BY THE CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION ONLY

APPENDIX B

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

Producer #1: ________________________________

Producer's Portion: _____%

Producer #2: ________________________________

Producer's Portion: _____%

Producer #3: ________________________________

Producer's Portion: _____%

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

CALIFORNIA DEPARTMENT OF CORECTIONS AND REHABILITATION	PACIFIC GAS AND ELECTRIC COMPANY
(Company Name)	
_______________________	_______________________
(Signature)	*(Signature)*
_______________________	_______________________
(Print Name)	*(Print Name)*
_______________________	_______________________
(Title)	*(Title)*
_______________________	_______________________
(Date)	*(Date)*

APPENDIX C

Multi-Party Producer Customer Generation Agreement for Net Energy Metering (NEM2)

(3rd Party Generator On Premises)

(Number of attached Producer Agreements: _____)

BETWEEN

PRODUCER AND PACIFIC GAS AND ELECTRIC COMPANY

AND

THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3^{rd} PARTY GENERATOR ON PREMISES) – FOR USE BY THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

This *Multi-Party Host Customer Generation NEM2 Agreement (3^{rd} Party Generator on Premises)* (Agreement) is entered into by and between the California Department of Corrections and Rehabilitation, a government agency under the jurisdiction of the State of California (Customer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement, in conjunction with the *Multi-Party Producer Customer Agreement for Net Energy Metering (NEM2) (3^{rd} Party Generator on Premises), {“Producer Agreement”}*, identified in Appendix A and attached as Appendix C, allows the Producer(s) (as identified in Appendix A) to utilize Customer's electrical facilities to interconnect and operate its respective Generating Facility in parallel with PG&E’s Distribution System. The purpose of the Generating Facilities of these Producers (collectively referred to as “CDCR Producers”) is to serve the Customer’s electrical loads pursuant to the provisions of PG&E’s electric rate Schedule NEM2 (NEM2) at the location identified in Section 2.1.

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

2.1 The name and address used by PG&E to locate the Customer or electric service account where the Generating Facilities of the CDCR Producers interconnect with PG&E’s Distribution System is:

Name: ____

Address: ____

City/Zip Code:_______________________________________

2.2 Customer-Generator’s otherwise-applicable rate schedule as of the execution of this Agreement ________________________.

3. CUSTOMER ACKNOWLEDGEMENTS AND OBLIGATIONS

3.1 Customer, as the NEM2 eligible [Customer-Generator] pursuant to Public Utilities Code Sections 2827, and 2827.1 acknowledges that it has authorized each of the Generating Facilities referenced in Appendix A to be installed and operated by the respective CDCR Producer in accordance with PG&E's Electric Rule 21 and NEM2 tariff on or adjacent to Customer's premises. Such Generating Facilities shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by PG&E at the location identified in Section 2.1, above, and for the purposes of receiving service pursuant to PG&E's NEM2 tariff. Customer shall be solely responsible for the terms of any agreement between it and each of the CDCR Producer.

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

3.3 Customer acknowledges the Generating Facilities shall be operated in compliance with all PG&E tariffs, including but not limited to PG&E's Electric Rule 21 and NEM2 tariff, and any other regulations and laws governing the interconnection of each of the Generating Facilities. Customer further acknowledges that it has been made aware of the charges and conditions related to the operation of each of the Generating Facilities including, but not limited to the provisions of PG&E's NEM2 tariff and cost responsibility for applicable Interconnection Facilities and Distribution and/or Network Upgrades as outlined in Appendix C as well as PG&E's Electric Rule 2, and that the performance or lack of performance of the Generating Facilities may affect the rates and charges billed by PG&E for the electric power delivered to Customer. Customer also acknowledges that it has been made aware of exemptions/exceptions allowed in PG&E's Electric

Schedules S and E-DCG. Copies of such tariffs are available at ~~www.PGE.com~~www.PGE.com/tariffs or by request to PG&E.

3.4 Any amounts to be paid, or refunded to, PG&E for the services received by Customer as a result of a CDCR Producer failing to operate the Generating Facility in accordance with the terms of the representations and warranties made under the *Producer Agreement* shall be paid to PG&E in accordance with PG&E's Rule 21 and Customer's Otherwise Applicable Tariffs (OAT).~~.~~

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

3.6 In connection with a CDCR Producer's Producer Agreement, Customer shall provide to each CDCR Producer the then most current version of the Single-Line Diagram which includes all of the CDCR Producers' Generating Facilities for a CDCR Producer to indicate its Generating Facility within such diagram. The revised Single-Line Diagram including all existing and proposed Generating Facilities shall then be submitted to PG&E along with the new Interconnection Request.

~~3.7 Smart Inverters - For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.~~

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

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

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

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

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

~~(b) the Customer has submitted the interconnection application prior to September 9, 2017,~~

~~(c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application[1] no later than March 31, 2018, or~~

~~(d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.~~

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

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

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

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

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

4. TERMS AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 13 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

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

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

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

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

(a) A change in PG&E's applicable tariffs, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement or the Producer Agreements with the CDCR Producers as identified in Appendix A; or,

(b) Unless otherwise agreed in writing by the Parties, Customer fails to take all corrective actions specified in PG&E's Notice provided in accordance with Section 6 that Customer is out of compliance with the terms of this Agreement within the time frame set forth in such Notice.

5. LIMITATION OF LIABILITY

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

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

6. NOTICES

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

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

If to Customer: California Department of Corrections and Rehabilitation
Attention: ________________________
Address: ________________________
City: ________________________

Phone: ( ) _______________
FAX: ( ) _______________

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

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

7. RELEASE OF DATA

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

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

8. ASSIGNMENT

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

9. NON-WAIVER

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

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

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

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

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

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

10.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 1 or Electric Rule 21 Section C. If any term is defined in both Rule 1 and Electric Rule 21, the definition in Electric Rule 21 shall prevail.

11. AMENDMENTS AND MODIFICATION

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

12. ENTIRE AGREEMENT

This Agreement, and the *Producer Agreement(s)* of the CDCR Producers, including any incorporated tariffs, contain the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, the *Producer Agreement(s)*, or in the incorporated tariffs.

13. SIGNATURES

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

CALIFORNIA DEPARTMENT OF CORECTIONS AND REHABILITATION	**PACIFIC GAS AND ELECTRIC COMPANY**
(Company Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*
(Date)	*(Date)*

MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3rd PARTY GENERATOR ON PREMISES) – FOR USE BY THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

APPENDIX A

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

1. ______________________________ [name of Producer] Producer Agreement

The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the *Multi-Party Producer Customer Generation Agreement for Net Energy Metering (NEM2) (3rd Party Generator On Premises)* between PG&E and ______________________________, its successors or assigns (Producer) dated ______________________________ (Producer Agreement).

Producer's Total Nameplate Generation (kW): ________

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

Producer's contact information:

Name: ____

Address: ______________________________________

City/Zip Code: __________________________________

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

PRODUCER ________________________	**PACIFIC GAS AND ELECTRIC COMPANY**
Signature: __________________________	Signature: __________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

Automated Document, Preliminary Statement Part A

MULTI-PARTY HOST CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3rd PARTY GENERATOR ON PREMISES) – FOR USE BY THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

Date: ______________________________ Date: _____________________________

Producer Agreement #: ________

____________________________ [name of Producer] Producer Agreement

The Generating Facility shall be Interconnected with PG&E's Distribution System pursuant to the *Multi-Party Producer Customer Generation Agreement for Net Energy Metering (NEM2) (3rd Party Generator On Premises)* between PG&E and ________________________________, its successors or assigns (Producer) dated ________________________________ (Producer Agreement).

Producer Total Nameplate Generation (kW): ________

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

Producer's contact information:

Name: ____

Address: ____

City/Zip Code: ____________________________________

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

PRODUCER___________________________	**PACIFIC GAS AND ELECTRIC COMPANY**
Signature: __________________________	Signature: ______________________
Name: _____________________________	Name: _________________________
Title: ______________________________	Title: ___________________________
Date: ______________________________	Date: __________________________

APPENDIX B

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

Producer #1: ________________________________

Producer's Portion: _____%

Producer #2: ________________________________

Producer's Portion: _____%

Producer #3: ________________________________

Producer's Portion: _____%

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

CALIFORNIA DEPARTMENT OF CORECTIONS AND REHABILITATION	PACIFIC GAS AND ELECTRIC COMPANY
(Company Name)	
(Signature)	*(Signature)*
(Print Name)	*(Print Name)*
(Title)	*(Title)*

(Date) (Date)

APPENDIX C

Multi-Party Producer Customer Generation Agreement for Net Energy Metering (NEM2)

(3rd Party Generator On Premises)

(Number of attached Producer Agreements: ______)

BETWEEN

PRODUCER AND PACIFIC GAS AND ELECTRIC COMPANY

AND

THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

Advice 5545-E
May 17, 2019

Attachment 4

Clean and Redlined Form 79-978C-02

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

(For Use by the California Department of Corrections and Rehabilitation Only)

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3RD PARTY GENERATOR ON PREMISES) – FOR THE USE OF THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

This *Multi-Party Producer Customer Agreement for Net Energy Metering (NEM2) (3rd Party Generator on Premises)* (Agreement)[1] is entered into by and between ______________________________ (Producer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement, in conjunction with the Customer Generation Agreement identified in Section 1.2 below and any other Producer Agreements effective under the same Customer Generator Agreement (this Producer and other Producers under the same Customer Generator Agreement collectively referred to as "CDCR Producers"), provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Producer's Generating Facility. Producer's Generating Facility, along with the Generating Facilities of the other CDCR Producers, is intended primarily to offset part or all of the Customer's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.1, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement., Parties enter into this Agreement. This Agreement applies to the Producer's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities of Producer's different than those described.

1.2 The Generating Facility shall be interconnected with PG&E's Distribution System consistent with, and pursuant to, the *Multi-Party Host Customer Generation Agreement (3rd Party Generator on Premises)* ("Customer Generation Agreement") between PG&E and the California Department of Corrections and Rehabilitation ("CDCR" or "Customer"), dated ______________________________.

2. SUMMARY AND DESCRIPTION OF PRODUCER'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 Producer's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Producer as Appendix A).

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

[1] Additional forms are available on PG&E's website at http://www.pge.com/gen).

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

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric 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 CDCR's otherwise-applicable rate schedule as of the execution of this Agreement __________________.

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

2.9 Smart Inverters - For Producer applications received, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, 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.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

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

Appendix C — Milestones

Appendix D — NEM2 Load Aggregation Producer Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

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

4. CUSTOMER BILLING AND PAYMENT

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

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 20 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number of Customer is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Customer or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer's or PG&E's intent to terminate this Agreement.

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

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

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

(c) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility; or,

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

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

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

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

6. GENERATING FACILITY REQUIREMENTS

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

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

6.3 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Notwithstanding Section 6.4 below, such approval shall normally be provided no later than the prudent but necessary time as mutually agreed to in writing by PG&E, CDCR, and the Producer using Appendix C of this Agreement to study the impacts of the Interconnection Request and provide an itemization of unit cost for any Interconnection Facilities, Distribution Upgrades, and Transmission Upgrades following PG&E's receipt of a completed online *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application. In the event that PG&E, CDCR, and the Producer are unable to mutually agree upon this prudent but necessary study time, the study time shall then be determined by the executive director of the Commission and documented in Appendix C of this Agreement. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21.

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

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

6.6 Producer certifies as a part of this interconnection request for NEM2 that

(i) a warranty of at least 10 years has been provided on all equipment and on its installation, or

(ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

7. INTERCONNECTION FACILITIES

7.1 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.

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

7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. These costs may be shared with other CDCR Producers under this Agreement as determined by CDCR. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

8. DISTRIBUTION UPGRADES

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

8.2 PG&E shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix B below. If PG&E and the Producer agree, the Producer may construct Distribution Upgrades that are located on land owned by the CDCR to which the Generating Facility is connected, provided such action is expressly authorized in writing by CDCR. The cost of the Distribution Upgrades, including overheads, shall be borne by the Producer as provided in Public Utilities Code Section 2827 (b)(4)(B)(ii).

8.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate Distribution Upgrades due to the interconnection of the Generating Facility, Producer and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Distribution Upgrades. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

9. NETWORK UPGRADES

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

9.2 PG&E shall design, procure, construct, install, and own the Network Upgrades described in Appendix B. If PG&E and the Producer agree, the Producer may construct Network Upgrades that are located on land owned by the CDCR to which the Generating Facility is connected, provided such action is expressly authorized in writing by CDCR. The cost of the Network Upgrades, including overheads, shall be borne by the Producer as provided in Public Utilities Code Section 2827 (b)(4)(B)(ii).

9.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate Network Upgrades due to the interconnection of the Generating Facility, Producer and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Network Upgrades. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

10. LIMITATION OF LIABILITY

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

10.2 CDCR shall determine proportionate and/or total liability and fault for each CDCR Producer included under the Customer Generation Agreement identified in Section 1.2. Notwithstanding the provisions of Section 10.1, in the event that a CDCR Producer (including this Producer) causes any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees to PG&E relating to or arising from any act or omission in its performance of this Agreement ("PG&E Claim"), CDCR in conjunction with the CDCR Producers shall determine fault and total liability and/or proportionate liability and fault for each CDCR Producer included under the Customer Generation Agreement identified in Section 1.2. Upon receipt of CDCR's determination, PG&E shall invoice the Producer(s) for the amount required per this

Section and Producer shall make payment to PG&E within 30 calendar days of issuance of the invoice. If Producer fails to make payment within the specified time, this agreement will be subject to Section 5.2.e above. In the event that CDCR has not determined the proportionate liability for each CDCR Producer, per 10.2, within 6 months of PG&E's issuance of a claim, then the Producer's proportionate share of liability will be determined per Section 10.3.

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

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

11. INSURANCE

11.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall name PG&E as an additional insured on any general liability insurance policies that CDCR requires of Producer for Producer's Generating Facility, so long as such policies in the aggregate meet the minimum requirements as set forth in this Section 11. In any event, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

(a) Two million dollars ($5,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or

(b) One million dollars ($2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or

.

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

11.2 The general liability insurance required in Section 11.1 shall, by endorsement to the policy or policies:

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

(b) contain a severability of interest clause or cross-liability clause;

(c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and

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

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

11.3 Evidence of the insurance required in Section 11.1 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

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

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

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

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 11.1.the original policy or policies of insurance.

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

Pacific Gas and Electric Company
Attn: Insurance Department
77 Beale St.
San Francisco, CA 9410512. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

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

12.3 The indemnitor shall, or the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all the costs, including reasonable attorney fees, that may be incurred by the other party in enforcing this indemnity.

12.4 Except as otherwise provided in Section 12.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

12. 5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

12.6 Notwithstanding the provisions of Section12.1, Producer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults cause by the operation, faulty operation, or non-operation of PG&E's facilities and PG&E shall not be liable for any such damage so caused.

12.7 Notwithstanding the provisions of Section 12.1, in the event that a Producer who has entered into a NEM2 and Renewable Electric Generation Facility Interconnection Agreement with PG&E to serve the electrical loads of the location identified in Section 2 ("Power Producer") causes damage to PG&E and only when the Power Producer's system solution (e.g., digital fault recorder) as mutually agreed upon between PG&E and the Customer, is unable to determine which Power Producer's actions cause the damage, Producer shall be liable for a portion of the damages to PG&E. Producer's proportion of the potential liability shall equal its proportion of the total power production for the 12 months preceding the damaging event at that Customer's specific premises.

13. NOTICES

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

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

If to Producer:

Producer Name: ________________________________

Address: ________________________________

City: ________________________________

Phone: (_____) ________________________________

FAX: (_____) ________________________________

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

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

14. REVIEW OF RECORDS AND DATA

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

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

15. ASSIGNMENT

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

16. NON-WAIVER

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

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

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

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

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

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

18. AMENDMENT AND MODIFICATION

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

19. ENTIRE AGREEMENT

This Agreement along with the governing Customer Generation Agreement identified in Section 1.2 and other agreements associated with the Customer Generation Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

20. SIGNATURES

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

______________________________	**PACIFIC GAS AND ELECTRIC COMPANY**
(Producer's Name)	
______________________________	______________________________
(Signature)	*(Signature)*
______________________________	______________________________
(Print Name)	*(Print Name)*
______________________________	______________________________
(Title)	*(Title)*
______________________________	______________________________
(Date)	*(Date)*

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3^{RD} PARTY GENERATOR ON PREMISES) – FOR THE USE OF THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

APPENDIX A

DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM

(Provided by Producer)

APPENDIX B (If Applicable)

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

Attach Copies

APPENDIX C

Milestones

Estimated In-Service Date:___________________

Critical milestones and responsibility as agreed to by the Parties:

	Milestones	**Date**	**Responsible Party**
1.	______________________	____________	______________
2.	______________________	____________	______________
3.	______________________	____________	______________
4.	______________________	____________	______________
5.	______________________	____________	______________
6.	______________________	____________	______________
7.	______________________	____________	______________

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

Agreed to by:

For PG&E: ______________________________ Date: ______________

For the CDCR:____________________________ Date:______________

For the Producer: _________________________ Date: ____________

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3RD PARTY GENERATOR ON PREMISES) – FOR THE USE OF THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

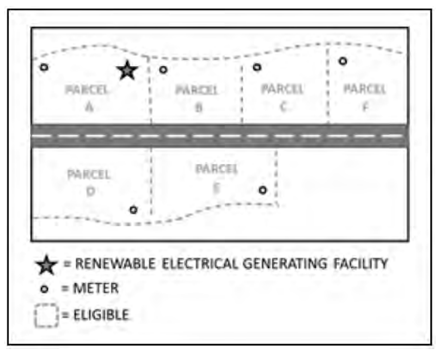
Appendix D (If Applicable)

NEM Load Aggregation Producer Declaration Warranting NEM2 Aggregation Is Located on Same or Adjacent or Contiguous Property to Generator Parcel (when applicable)

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

1. The total annual output in kWh of the generator is less than or equal to 100% 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:
   a. on the property where the renewable electrical generation facility is located, or
   b. are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the Producer. 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 Producer.

   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 Producer. 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 item 2 above; and
4. Producer 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 Attachment 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*

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3RD PARTY GENERATOR ON PREMISES) – FOR THE USE OF THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

This *Multi-Party Producer Customer Agreement for Net Energy Metering (NEM2) (3rd Party Generator on Premises)* (Agreement)[1] is entered into by and between ________________________________ (Producer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement, in conjunction with the Customer Generation Agreement identified in Section 1.2 below and any other Producer Agreements effective under the same Customer Generator Agreement (this Producer and other Producers under the same Customer Generator Agreement collectively referred to as "CDCR Producers"), provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Producer's Generating Facility. Producer's Generating Facility, along with the Generating Facilities of the other CDCR Producers, is intended primarily to offset part or all of the Customer's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.1, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement., Parties enter into this Agreement. This Agreement applies to the Producer's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities of Producer's different than those described.

1.2 The Generating Facility shall be interconnected with PG&E's Distribution System consistent with, and pursuant to, the *Multi-Party Host Customer Generation Agreement (3rd Party Generator on Premises)* ("Customer Generation Agreement") between PG&E and the California Department of Corrections and Rehabilitation ("CDCR" or "Customer"), dated ____________________________________.

2. SUMMARY AND DESCRIPTION OF PRODUCER'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 Producer's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Producer as Appendix A).

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

[1] Additional forms are available on PG&E's website at http://www.pge.com/gen).

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

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric 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 CDCR's otherwise-applicable rate schedule as of the execution of this Agreement __________________.

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

2.9 Smart Inverters - For Producer applications received, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21 that is in effect at the time the application is received, 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[2] 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.~~

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

Appendix A	Description of Generating Facility and Single-Line which may include the diagrams of the other CDCR Producers Diagram (Supplied by Customer).
Appendix B	A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work (62-4527*), if applicable (Formed by the Parties).
Appendix C	Milestones

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

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

Appendix D NEM2 Load Aggregation Producer Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

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

4. CUSTOMER BILLING AND PAYMENT

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

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 20 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number of Customer is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Customer or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer's or PG&E's intent to terminate this Agreement.

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

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

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

(c) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility; or,

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

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

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

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

6. GENERATING FACILITY REQUIREMENTS

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

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

6.3 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Notwithstanding Section 6.4 below, such approval shall normally be provided no later than the prudent but necessary time as mutually agreed to in writing by PG&E, CDCR, and the Producer using Appendix C of this Agreement to study the impacts of the Interconnection Request and provide an itemization of unit cost for any Interconnection Facilities, Distribution Upgrades, and Transmission Upgrades following PG&E's receipt of a completed online *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application. In the event that PG&E,

CDCR, and the Producer are unable to mutually agree upon this prudent but necessary study time, the study time shall then be determined by the executive director of the Commission and documented in Appendix C of this Agreement. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. ~~Producer shall notify PG&E at least five (5) business days prior to the initial testing.~~

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

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

6.6 Producer certifies as a part of this interconnection request for NEM2 that

(i) a warranty of at least 10 years has been provided on all equipment and on its installation, or

(ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

7. INTERCONNECTION FACILITIES

7.1 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.

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

7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. These costs may be shared with other CDCR Producers under this Agreement as determined by CDCR. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

8. DISTRIBUTION UPGRADES

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

8.2 PG&E shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix B below. If PG&E and the Producer agree, the Producer may construct Distribution Upgrades that are located on land owned by the CDCR to which the Generating Facility is connected, provided such action is expressly authorized in writing by CDCR. The cost of the Distribution Upgrades, including overheads, shall be borne by the Producer as provided in Public Utilities Code Section 2827 (b)(4)(B)(ii).

8.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate Distribution Upgrades due to the interconnection of the Generating Facility, Producer and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Distribution Upgrades. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

9. NETWORK UPGRADES

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

9.2 PG&E shall design, procure, construct, install, and own the Network Upgrades described in Appendix B. If PG&E and the Producer agree, the Producer may construct Network Upgrades that are located on land owned by the CDCR to which the Generating Facility is connected, provided such action is expressly authorized in writing by CDCR. The cost of the Network Upgrades, including overheads, shall be borne by the Producer as provided in Public Utilities Code Section 2827 (b)(4)(B)(ii).

9.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate Network Upgrades due to the interconnection of the Generating Facility, Producer and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Network Upgrades. The form of Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B. The Parties agree that the Special Facilities Agreement may need to be further modified to address the relationship amongst PG&E, CDCR, the Producer and the other CDCR Producers.

10. LIMITATION OF LIABILITY

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

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

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

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

11. INSURANCE

11.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall name PG&E as an additional insured on any general liability insurance policies that CDCR requires of Producer for Producer's Generating Facility, so long as such policies in the aggregate meet the minimum requirements as set forth in this Section 11. In any event, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

(a) Two million dollars ($5~~2~~,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or

(b) One million dollars ($2~~1~~,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or

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

~~The insurance shall, by endorsement:~~

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

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

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

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

11.2 The general liability insurance required in Section 11.1 shall, by endorsement to the policy or policies:~~,~~

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

(b) contain a severability of interest clause or cross-liability clause;

(c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and

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

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

11.3 Evidence of the insurance required in Section 11.~~2~~ 1 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

11.2~~4~~ Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

11.3~~5~~ If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 11.1 through 11.4:

~~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~~

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

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 11.1.the original policy or policies of insurance.

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

Pacific Gas and Electric Company
Attn: Insurance Department
77 Beale St.
San Francisco, CA 94105~~c/o EXIGIS LLC~~
~~support@exigis.com~~
~~Fax: 646-755-3327~~

12. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

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

12.3 The indemnitor shall, or the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all the costs, including reasonable attorney fees, that may be incurred by the other party in enforcing this indemnity.

12.4 Except as otherwise provided in Section 12.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

12. 5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

12.6 Notwithstanding the provisions of Section12.1, Producer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances or faults cause by the operation, faulty operation, or non-operation of PG&E's facilities and PG&E shall not be liable for any such damage so caused.

12.7 Notwithstanding the provisions of Section 12.1, in the event that a Producer who has entered into a NEM2 and Renewable Electric Generation Facility Interconnection Agreement with PG&E to serve the electrical loads of the location identified in Section 2 ("Power Producer") causes damage to PG&E and only when the Power Producer's system solution (e.g., digital fault recorder) as mutually agreed upon between PG&E and the Customer, is unable to determine which Power Producer's actions cause the damage, Producer shall be liable for a portion of the damages to PG&E. Producer's proportion of the potential liability shall equal its proportion of the total power production for the 12 months preceding the damaging event at that Customer's specific premises.

13. NOTICES

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

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

If to Producer:

Producer Name: ____

Address: ____

City: ____

Phone: (_____) ____

FAX: (_____) ____

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

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

14. REVIEW OF RECORDS AND DATA

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

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

15. ASSIGNMENT

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

16. NON-WAIVER

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

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

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

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

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

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

18. AMENDMENT AND MODIFICATION

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

19. ENTIRE AGREEMENT

This Agreement along with the governing Customer Generation Agreement identified in Section 1.2 and other agreements associated with the Customer Generation Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

20. SIGNATURES

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

______________________________	**PACIFIC GAS AND ELECTRIC COMPANY**
(Producer's Name)	
______________________________	______________________________
(Signature)	*(Signature)*
______________________________	______________________________
(Print Name)	*(Print Name)*
______________________________	______________________________
(Title)	*(Title)*
______________________________	______________________________
(Date)	*(Date)*

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3RD PARTY GENERATOR ON PREMISES) – FOR THE USE OF THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

APPENDIX A

DESCRIPTION OF GENERATING FACILITY AND SINGLE-LINE DIAGRAM

(Provided by Producer)

APPENDIX B (If Applicable)

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

Attach Copies

APPENDIX C

Milestones

Estimated In-Service Date:___________________

Critical milestones and responsibility as agreed to by the Parties:

Milestones	Date	Responsible Party
1.		
2.		
3.		
4.		
5.		
6.		
7.		

~~Milestone/Date~~ ~~Responsible Party~~

~~1.~~ ______

~~2.~~ ______

~~3.~~ ______

~~4.~~ ______

~~5.~~ ______

~~6.~~ ______

~~7.~~ ______________________________

~~8.~~ ______________________________

~~9.~~ ______________________________

~~10.~~ ______________________________

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

Agreed to by:

For PG&E: ______________________________ Date: ______________

For the CDCR:______________________________ Date:______________

For the Producer: ______________________________ Date: ______________

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3RD PARTY GENERATOR ON PREMISES) – FOR THE USE OF THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

MULTI-PARTY PRODUCER CUSTOMER GENERATION AGREEMENT FOR NET ENERGY METERING (NEM2) (3RD PARTY GENERATOR ON PREMISES) – FOR THE USE OF THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION ONLY

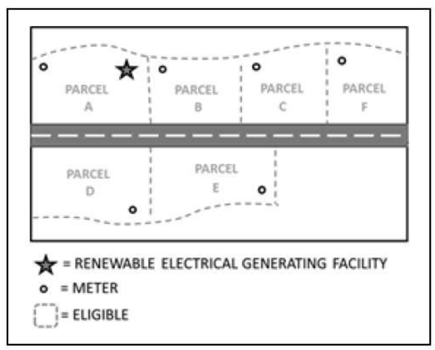
Appendix D (If Applicable)

NEM Load Aggregation Producer Declaration Warranting NEM2 Aggregation Is Located on Same or Adjacent or Contiguous Property to Generator Parcel (when applicable)

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

1. The total annual output in kWh of the generator is less than or equal to 100% 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:
   a. on the property where the renewable electrical generation facility is located, or
   b. are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the Producer. 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 Producer.

      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 Producer. 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 item 2 above; and
4. Producer 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 Attachment 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

PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV

AT&T
Albion Power Company
Alcantar & Kahl LLP

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
P.C. CalCom Solar
California Cotton Ginners & Growers Assn
California Energy Commission
California Public Utilities Commission
California State Association of Counties
Calpine

Cameron-Daniel, P.C.
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
East Bay Community Energy
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
NLine 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