

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



August 18, 2020

Erik Jacobson, c/o Megan Lawson
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale St., Mail Code B13U
P.O. Box 770000
San Francisco, California 94177
pgetariffs@pge.com

Subject: Energy Division Disposition Approving Pacific Gas and Electric Company (PG&E) Advice Letter 5634-E-A: Supplemental – PG&E’s Proposed Changes to Load Aggregation in Schedules NEM and NEM2 to Allow for Customer-Attested Expected Future Load

Dear Mr. Jacobson,

This letter approves the advice letter (AL) 5634-E-A on Pacific Gas and Electric Company’s (PG&E) proposed changes to load aggregation in schedules NEM and NEM2 to allow for customer-attested expected future load. On September 30, 2019 PG&E filed AL 5634-E on its own motion. PG&E’s filing proposes to allow for customer-attested expected future load growth through the creation of a Load Aggregation Appendix Form. PG&E’s filing also proposes to make changes to its net energy metering interconnection agreement and application forms to both accommodate the proposed Load Aggregation Appendix Form and streamline the interconnection process.

The California Solar & Storage Association (CALSSA) and Agricultural Energy Consumers Association (AECA) timely filed protests on October 21, 2019. PG&E timely filed a reply to the protests on October 28, 2019.

On July 10, 2020, PG&E filed supplemental AL 5634-E-A which replaced the original AL in its entirety. No party protested the supplemental AL.

Energy Division finds the proposals in the supplemental AL to be reasonable, especially as PG&E has worked collaboratively with stakeholders to modify tariff schedules NEM and NEM2 to allow for customer-attested expected future load. As such, CALSSA’s and AECA’s protests to the original AL 5634-E are rejected as moot. PG&E AL 5634-E-A is approved with an effective date of August 17, 2020.

Attachment 1 contains a discussion of the background, protests, reply, and staff’s determinations.

Please contact Tory Francisco of the Energy Division at tory.francisco@cpuc.ca.gov if you have any questions.

Sincerely,

Handwritten signature of Edward Randolph in black ink, followed by the word "FOR" in a simple, sans-serif font.

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division
California Public Utilities Commission

cc: Brad Heavner, Policy Director, California Solar & Storage Association (CALSSA)
Michael Boccadoro, Executive Director, Agricultural Energy Consumers Association
(AECA)
R.14-07-002 Service List

Attachment 1:

Staff Review and Disposition

Background

Senate Bill 594 (Wolk, 2012) added Public Utilities (PU) Code Section 2827(h)(4), allowing for load aggregation under California's net energy metering (NEM) tariffs. Under a load aggregation arrangement, an eligible customer-generator with multiple meters may aggregate the electrical load of their meters located on the property where their renewable electrical generation facility (REGF) is located and on all property adjacent or contiguous to that property, if the properties are solely owned, leased, or rented by the customer-generator. By means of the approval of a series of PG&E ALs¹ in 2013 through 2016, the Commission approved PG&E's load aggregation (Net Energy Metering Aggregation or NEMA) provisions as additions to PG&E's existing NEM tariffs.

On January 28, 2016, the Commission issued Decision (D.) 16-01-044, *Decision Adopting Successor to Net Energy Metering Tariff*, which adopted the successor to the NEM tariff in compliance with PU Code Section 2827.1. D.16-01-044 added load aggregation provisions from PU Code Section 2827(h) into the NEM successor tariff. The Commission approved PG&E's ALs to create its NEMA provisions in its NEM successor tariff (NEM2A) in 2016.²

On September 30, 2019, PG&E submitted AL 5634-E, "Pacific Gas and Electric Company's Proposed Changes to Load Aggregation in Schedules NEM and NEM2 to allow for Customer-Attested Expected Future Load," on its own motion. PG&E stated that allowing for customer-attested expected future load growth was needed because, since the fourth quarter of 2018, solar vendors had been requesting exceptions to PG&E's NEMA tariff requirements due to situations such as planned future load and lack or inappropriateness of historical data. PG&E's filing proposes a new Load Aggregation Appendix Form and changes to related forms to both accommodate the proposed Load Aggregation Appendix Form and streamline the interconnection process for load aggregation applicants.

Protests and Reply

The California Solar & Storage Association (CALSSA) timely filed a protest on October 21, 2019 to PG&E AL 5634-E. In its protest, CALSSA objected to the AL's characterization of the reason for the AL, the filing's statements about the need for distribution upgrades caused by oversized solar systems, proposed compliance reviews that could cause customers' removal from NEM2A, and the filing's proposed capacity factor.³ Additionally, CALSSA's protest provided rationales to size NEM systems to allow for future load, critiqued PG&E's instructions to applicants on sizing their systems, and offered alternative load calculation approaches.

On October 21, 2019, the Agricultural Energy Consumers Association (AECA) also timely filed a protest to PG&E AL 5634-E. In its protest, AECA described additional reasons to size systems to

¹ AL 4305-E-A, AL 4680-E, and AL 4680-E-A.

² AL 4802-E, AL 4802-E-A, AL 4802-E-B, and AL 4802-E-C.

³ Capacity factor is a measure of how much energy is produced by a plant as a percentage of its maximum output. PG&E AL 5634-E had proposed a capacity factor of 19% and CALSSA recommended a capacity factor of 17.1%.

allow for future load and raised concerns with PG&E's proposed instructions to applicants on sizing their systems. AECA's protest recommends that the Commission require PG&E to work with the agricultural community to obtain the information needed to develop an improved NEM2A proposal.

PG&E timely filed a reply to the protests on October 28, 2019. In its reply, PG&E stated that CALSSA's scenarios allowing for future load only addressed specific instances and would require PG&E to individually review every application. PG&E's reply asserts that the proposals in its AL complied with statute and requests that the Commission approve the AL as a temporary solution so that customers who were confident of their future loads could continue to apply for NEMA. Finally, PG&E's reply stated that, while it was unwilling to use a methodology that would only work for orchards or pumps, it would be willing to work with stakeholders to develop a methodology that would work for all load justification scenarios.

Supplemental AL 5634-E-A

On July 10, 2020, PG&E filed supplemental AL 5634-E-A, which replaced the original AL in its entirety. In its supplemental, PG&E stated that it had worked collaboratively with CALSSA and modified various details of the filing accordingly. The supplemental provides revisions to the previously submitted Form 79-1202, "Load Aggregation Appendix," removing language that references a proposed compliance review, adopting CALSSA's capacity factor, and simplifying the data input sections of the form. Other modifications include adjustment of REGF sizing requirements to allow use of either historical load information or estimated future load, and other changes.⁴ PG&E's supplemental further requests Commission approval to update its sizing requirements to allow customers to estimate their future load using their own estimation methodology.

No parties protested supplemental AL 5634-E-A.

Discussion

Energy Division has reviewed the protests raised by CALSSA and AECA to the original AL. PG&E's supplemental AL 5634-E-A addresses the concerns raised in the protests by allowing customers to size their REGFs using the customers' estimated future load, removing the proposal for compliance reviews, and adopting CALSSA's proposed capacity factor. For these reasons, we find that the supplemental addresses all aspects of CALSSA's and AECA's respective protests of PG&E's AL 5634-E and reject the protests as moot.

Energy Division finds the proposals in the supplemental AL to be reasonable, and we appreciate the collaboration between PG&E and stakeholders to ensure that the NEM2A tariff's application process is efficient for both customers and the utility, while complying with statute. Therefore, we approve PG&E's supplemental AL 5634-E-A.

⁴ PG&E AL 5634-E included edits to Form 79-1174 and Form 79-1174-02. These forms were subsequently addressed in PG&E AL 5501-E-B, and approved January 6th, 2020. The forms were, therefore, omitted from PG&E's supplemental AL 5634-E-A.



Erik Jacobson
Director
Regulatory Relations

Pacific Gas and Electric Company
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Fax: 415-973-3582

July 10, 2020

Advice 5634-E-A

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Supplemental - Pacific Gas and Electric Company's Proposed Changes to Load Aggregation in Schedules NEM and NEM2 to Allow for Customer-Attested Expected Future Load

Purpose

Pacific Gas and Electric Company (PG&E) respectfully submits this Supplemental Advice Letter to address and resolve issues raised in protests submitted by CALSSA and the AECA on October 2, 2019 to Advice Letter 5634-E "*Pacific Gas and Electric Company's Proposed Changes to Load Aggregation in Schedules NEM and NEM2 to Allow for Customer Attested Expected Future Load*". This Supplemental Advice Letter makes modifications to the terms and conditions contained in Advice Letter 5634-E and to the forms listed under Tariff Revisions in order to resolve protested issues. The purpose of Advice Letter 5634-E was to update PG&E's Load Aggregation program to allow for customer-attested expected future load growth via the creation of a Load Aggregation Appendix Form for Schedules NEM and NEM2. Additionally, PG&E has included a number of changes to its existing net energy metering interconnection agreement and application forms to both accommodate the new Load Aggregation Appendix Form and assist in streamlining the interconnection process.

This supplemental advice letter replaces the original advice letter in its entirety.

Background

Senate Bill 594 (Wolk, 2012) added PU Code Section 2827(h)(4) allowing for some load aggregation under the State's net energy metering program. One critical requirement was a Legislative determination that load aggregation arrangements would not receive Net Surplus Compensation (NSC) and that this exclusion would persist for the life of the generator, even if the customer decided to no longer participate in load aggregation at a

later point.¹ By means of Resolution E-4610² (issued September 19, 2013), the way was paved for load aggregation (Net Energy Metering Aggregation or NEMA) provisions to be added to PG&E's existing Schedule NEM net energy metering program. Working with the Energy Division (ED), PG&E submitted advice letters to make the requisite modifications to schedule NEM. The tariff revisions as set out in Advice Letter 4305-E-A³ were approved and made effective by the ED on February 20, 2014.

On July 8, 2015, PG&E received a letter from Edward Randolph, Director, Energy Division, requesting that PG&E make a number of changes in its administration of the NEMA program. On July 15, 2015, PG&E responded to the letter, addressing the "Property Contiguity", "Eligibility of Easements", and "Verification of Ownership" and agreeing to make revisions to its Schedule NEM. In response, PG&E submitted advice letter 4680-E⁴ on July 31, 2015. Subsequently, PG&E submitted supplemental advice letter AL 4680-E-A⁵ on April 12, 2016 to address concerns raised by California Solar Energy Industries Association (CALSEIA)⁶ regarding contiguity in the case of waterways such as a stream, river or slough. After working with ED Staff, CALSEIA and solar installers, a mutually acceptable definition was agreed upon. Advice letter AL 4680-E and 4680-E-A were approved on April 20, 2016 and made effective July 31, 2015.

On January 28, 2016, the Commission issued Decision (D.) 16-01-044 which adopted the successor to the Net Energy Metering Tariff (NEM2) in compliance with the legislative direction given by Public Utilities Code Section 2827.1 to develop a successor to the NEM program authorized in Section 2827. (D.) 16-01-044 added NEMA provisions from 2827(h) into NEM2 (NEM2A). NEM2A became effective via Resolution E-4792⁷ on June 23, 2016, which approved PG&E's advice letters 4802-E⁸, 4802-E-A⁹, 4802-E-B¹⁰, and 4802-E-C¹¹. They were made effective on August 1, 2016.

In the fourth quarter of 2018, PG&E began receiving requests to allow customers applying for load aggregation to size their systems beyond their recent annual usage. After much internal discussion, PG&E presented its proposal of how it could allow proposed future load to be approved for load aggregation during a stakeholder call that occurred on

¹ PUC 2827(h)(4)(B) states: "If an eligible customer-generator chooses to aggregate pursuant to subparagraph (A), the eligible customer-generator shall be permanently ineligible to receive net surplus electricity compensation, and the electric utility shall retain any kilowatt hours in excess of the eligible customer generator's aggregated electrical load generated during the 12-month period."

² <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M077/K158/77158265.PDF>

³ http://www.pge.com/notes/rates/tariffs/tm2/pdf/ELEC_4305-E-A.pdf

⁴ https://www.pge.com/notes/rates/tariffs/tm2/pdf/ELEC_4680-E.pdf

⁵ http://www.pge.com/notes/rates/tariffs/tm2/pdf/ELEC_4680-E-A.pdf

⁶ Currently known as the California Solar and Storage Association (CALSSA)

⁷ <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M163/K978/163978119.PDF>

⁸ https://www.pge.com/notes/rates/tariffs/tm2/pdf/ELEC_4802-E.pdf

⁹ https://www.pge.com/notes/rates/tariffs/tm2/pdf/ELEC_4802-E-A.pdf

¹⁰ https://www.pge.com/notes/rates/tariffs/tm2/pdf/ELEC_4802-E-B.pdf

¹¹ https://www.pge.com/notes/rates/tariffs/tm2/pdf/ELEC_4802-E-C.pdf

August 13, 2019. PG&E notified interested stakeholders that it would seek Commission approval via an advice letter.

On September 30, 2019, PG&E submitted Advice Letter 5634-E "*Pacific Gas and Electric Company's Proposed Changes to Load Aggregation in Schedules NEM and NEM2 to allow for Customer-Attested Expected Future Load.*" This Advice Letter was protested by both CALSSA and the AECA in filings submitted on October 21, 2019.

In its protest CALSSA cited concerns with the way PG&E characterized the issue, argued against the extent of the perceived problem, objected strongly to the concept of a compliance review at PGE's discretion introduced by the Advice Letter, objected to the capacity factor used in estimating solar production, provided evidence of the load variability for agricultural customers, and offered alternative load calculation approaches that may be more applicable to the most common use cases for NEMA.

In its protest the AECA cited similar concerns, such as that PG&E was over estimating the extent of the problem and went on to provide examples of load variability for agricultural customers that would be problematic within the structure proposed in the Advice Letter.

After deeply considering the points made in these protests, and working collaboratively with CALSSA, PG&E has reconsidered its position on this matter.

Captured in this supplemental advice letter are revisions to the previously submitted Form 79-1202 "Load Aggregation Appendix" that removes the language referencing the compliance review, adjusts the capacity factor to match what was successfully argued by CALSSA, simplifies data input sections of the form, allows for customer to size an REGF based on estimated future load, and other general improvements.

It should be noted that redlines to Form 79-1174 and Form 79-1174-02 were included in the previous submittal of this advice letter but have been removed from this supplemental advice letter due to having been addressed in a separate filing, Advice 5501-E-B, and approved January 6th, 2020.

PG&E has consulted CalSSA in the development of this proposal.

PG&E reserves the right to review the NEMA/NEM2A programs and may make changes on a prospective basis, if it deems them necessary, to ensure compliance with PUC Sections 2827 and 2827.1 requirements. Any changes to the program would not be applied retroactively to existing systems that have been given permission to operate, unless the Legislature and/or CPUC determine otherwise.

Discussion

PG&E became aware of the difficulty that vendors were experiencing when planning the size of a PV installation to serve multiple accounts using PG&E's NEMA tariff through a

series of requests for exceptions to tariff requirements. Vendors sought exceptions based on a variety of situations, including planned future load, absence of historic data and/or stated inappropriateness of existing historic data.

PG&E was cognizant of Legislative and CPUC direction regarding the importance of sizing to load for NEMA customers. Specifically, NEMA is unique for two reasons: First, as discussed above, NEMA customers are ineligible for NSC for the life of the renewable generator. Second, prior to the adoption of NEMA, the CPUC was required by the Legislature to ensure that NEMA would not *increase* the NEM cost shift.¹²

PG&E has considered various alternatives, seeking a solution that could continue to guard against oversized systems. Options considered ranged from continuing enforcement of the tariff as written (i.e. requiring system size to be based on one year of annual usage with no exceptions) to allowing customers to install a system based on a customer's own estimation. The former does not satisfy the requests from our agricultural customers and the latter could exacerbate a situation that appears to exist.

PG&E recognizes that an oversized system would potentially mean customers were not in compliance with a basic Legislative requirement for all NEM customers (of which NEMA is a special condition of Schedule NEM) – that the size of their system is intended primarily to offset part or all of the customer's own electrical requirements. On the one hand, PG&E has interpreted this requirement as 12 billing months of recent historic usage (kilowatt-hours) as it is based on substantiated usage. On the other hand, due to the variability of agricultural pumping loads year-over-year, PG&E does recognize that some accommodation is reasonable. However, the variety and complexity of the requests for exceptions led PG&E to conclude that there was no way to develop one set of rules that could be implemented for all customer scenarios. In the same vein, attempting to create multiple rules for various permutations would only lead to more requests for exceptions and would also create more customer confusion for an already complex program.

PG&E believes the absence of NSC for NEMA provides adequate financial disincentive for oversizing systems.

Therefore, PG&E is proposing a method that can accommodate a wide variety of customer situations while ensuring compliance with the Legislative intent that customers size their net energy metering systems to offset part or all of their own electrical requirements. PG&E is requesting Commission approval to update its sizing requirements to allow customers to include proposed future load based on their own estimation methodology.

¹² PUC 2827(h)(4)(D) states: "This paragraph shall not become operative for an electrical corporation unless the commission determines that allowing eligible customer-generators to aggregate their load from multiple meters will not result in an increase in the expected revenue obligations of customers who are not eligible customer-generators. ..."

PG&E here proposes the new Load Aggregation Appendix as the appropriate mechanism of customer expertise and tariff compliance. The new Load Aggregation Appendix will allow for customers to size an REGF on either historical load information or estimated future load and will therefore be applicable for a wide variety of use cases. This will ensure a consistent experience for NEMA customers and process for PG&E.

Due to the existing backlog of customers who are currently unable to proceed based on the existing NEMA policy, we are requesting a shortened protest period of 10 calendar days in order to reduce further delay and hardship to those customers. We are also requesting the effective date to be the date of submittal.

Tariff Revisions

In addition to the creation of the new Load Aggregation Appendix (Form 79-1202), the following forms listed below have been modified and are included in Attachment 1. Additionally, red-lined versions have been included in Attachment 2.

The new "Load Aggregation Appendix" is Form 79-1202 (item #1 below). The creation of Form 79-1202 will retire the previous "NEM Load Aggregation Appendix" forms: Form 79-1153 and Form 79-1153-02. References to the retired forms (Form 79-1153 and Form 79-1153-02) that are found in the NEM Tariff, NEM2 Tariff, and Rule 21 have been updated to say Form 79-1202, and those redlines are included in this submittal as Attachment 2.

Tariffs:

1. Creation of Form 79-1202 "Load Aggregation Appendix" (Forms 79-1153 and 79-1153-02 are now retired)
2. 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
3. Form 79-978-02 – Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other than Facilities of 30 Kilowatts or Less
4. Form 79-1069 – Generating Facility Interconnection Agreement (Multiple Tariff)
5. Form 79-1069-02 – Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT)
6. Form 79-1137 – Interconnection Agreement for Net Energy Metering for a Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind
7. Form 79-1137-02 – Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind
8. Form 79-1151A – Agreement And Customer Authorization Net Energy Metering For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

9. Form 79-1151A-02 – Agreement And Customer Authorization Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less
10. Form 79-1193 – Agreement and Customer Authorization Net Energy Metering Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less Paired with Energy Storage of 10 Kilowatts or Less
11. Form 79-1193-02 – Agreement and Customer Authorization Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 kW or Less with Energy Storage of 10 kW or Less
12. Form 79-1198-02 – Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater than 1,000 kW
13. NEM Tariff – Remove references to the retired Form 79-1153 and replace with reference to new Form 79-1202
14. NEM2 Tariff – Remove references to the retired Form 79-1153-02 and replace with reference to new Form 79-1202
15. Rule 21 – Remove references to the retired forms Form 79-1153 and Form 78-1153-02 and replace with reference to new Form 79-1202

Protests

*****Due to the COVID-19 pandemic and the shelter at home orders, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com*****

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than July 20, 2020, which is 10 days¹³ 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

¹³ Due to the existing backlog of customers who are currently unable to proceed based on the existing NEMA policy, PG&E requests under GO 96-B Section 1.3 that the protest period be shortened to 10 days in order to reduce further delay and hardship to those customers.

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 2 advice submittal become effective on, July 10, 2020, which is the date of 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.15-12-012, R.12-06-013, R.14-07-002, R.12-11-005, and A.16-06-013. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs/>.

_____/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

Attachment 1 – Tariffs
Attachment 2 – Redlined Tariffs

cc: Service Lists R.15-12-012, R.12-06-013, R.14-07-002, R.12-11-005, and A.16-06-013
Brad Heavner, Policy Director, CALSSA, brad@calssa.org
Michael Boccadoro, Executive Director, Agricultural Energy Consumers Association, mboccadoro@westcoastadvisors.com
Cheryl Gori, Day Carter Murphy LLP, cgori@daycartermurphy.com



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 U39 E)

Utility type:

- 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) #: 5634-E-A

Tier Designation: 2

Subject of AL: Supplemental - Pacific Gas and Electric Company's Proposed Changes to Load Aggregation in Schedules NEM and NEM2 to Allow for Customer-Attested Expected Future Load

Keywords (choose from CPUC listing): Compliance,

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.16-01-044

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 No

If yes, specification of confidential information:

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 No

Requested effective date: 7/10/20

No. of tariff sheets: 24

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

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

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

Tariff schedules affected: See Attachment 1

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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:

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
46779-E	Electric Sample Form No. 79-1069 Generating Facility Interconnection Agreement (Multiple Tariff) Sheet 1	41124-E
46780-E	Electric Sample Form No. 79-1069-02 Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) Sheet 1	45536-E
46781-E	Electric Sample Form 79-1137 Interconnection Agreement for Net Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind Sheet 1	41131-E
46782-E	Electric Sample Form No. 79-1137-02 Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind Sheet 1	41132-E
46783-E	ELECTRIC SAMPLE FORM 79-1151A AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Sheet 1	45543-E
46784-E	Electric Sample Form No. 79-1151A-02 Agreement And Customer Authorization Net Energy Metering (NEM2) Internconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Sheet 1	43280-E
46785-E	Electric Sample Form No. 79-1193 Agreement and Customer Authorization Net Energy Metering Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less Paired with Energy Storage of 10 Kilowatts or Less Sheet 1	45549-E
46786-E	Electric Sample Form No. 79-1193-02 Agreement and Customer Authorization Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 kW or Less with Energy Storage of 10 kW or Less Sheet 1	43283-E
46787-E	Electric Sample Form No. 79-1198-02 Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater than 1,000 kW Sheet 1	45550-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
46788-E	Electric Sample Form No. 79-1202 Load Aggregation Appendix Sheet 1	
46789-E	ELECTRIC SAMPLE FORM NO. 79-978 Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other Than Facilities of 30 Kilowatts or Less Sheet 1	41147-E
46790-E	Electric Sample Form No. 79-978-02 Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other than Facilities of 30 Kilowatts or Less Sheet 1	41148-E*
46791-E	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 13	33909-E*
46792-E	ELECTRIC SCHEDULE NEM NET ENERGY METERING SERVICE Sheet 21	35644-E
46793-E	ELECTRIC SCHEDULE NEM2 NET ENERGY METERING SERVICE Sheet 14	42938-E
46794-E	ELECTRIC SCHEDULE NEM2 NET ENERGY METERING SERVICE Sheet 15	43187-E*
46795-E	ELECTRIC SCHEDULE NEM2 NET ENERGY METERING SERVICE Sheet 23	42941-E
46796-E	ELECTRIC RULE NO. 21 GENERATING FACILITY INTERCONNECTIONS Sheet 260	42557-E
46797-E	ELECTRIC TABLE OF CONTENTS Sheet 1	46737-E
46798-E	ELECTRIC TABLE OF CONTENTS Sheet 6	46659-E
46799-E	ELECTRIC TABLE OF CONTENTS Sheet 20	46400-E
46800-E	ELECTRIC TABLE OF CONTENTS Sheet 24	46117-E
46801-E	ELECTRIC TABLE OF CONTENTS Sheet 27	46166-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
46802-E	ELECTRIC TABLE OF CONTENTS Sheet 28	46167-E



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

Sheet 1

**Please Refer to Attached
Sample Form**



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

2.6.2 Non-Eligible Generator(s): _____ kW

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

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

2.7.1 Eligible Generator(s):

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

2.7.2 Non-Eligible Generator(s): _____ kW

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

Table with 2 columns and 10 rows listing various generating technologies (biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, biomass, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, biogas digester, other technology) and their compliance status (are met / are not met) with checkboxes.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

4. TERM AND TERMINATION

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

(e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.

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

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

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

5.1 Except for that energy delivered to PG&E's Distribution System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.

5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.

5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.

5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).

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

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

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>)



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

9. NOTICES

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

If to PG&E:

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

If to Customer-Generator:

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

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

9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names,



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

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

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

11. ASSIGNMENT

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

12. NON-WAIVER

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

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

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

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

13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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

16. SIGNATURES

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

PACIFIC GAS AND ELECTRIC COMPANY

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

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

APPENDIX A

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

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

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

APPENDIX B

RULES “2” AND “21”

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



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

APPENDIX C (If Applicable)

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

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

APPENDIX D (When applicable)

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

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

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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

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

APPENDIX G (When applicable)

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

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

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

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

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

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

Appendix H

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

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

Circle Type of Renewable Electrical Generation Facility:

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

NEM Customer-Generator (Customer) declares that

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

² The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix H**

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

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

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

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

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

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



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

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Appendix I

APPENDIX I (If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).

- To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

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

Table with 6 empty rows for specifying mitigation scope.

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

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

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

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



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

Sheet 1

**Please Refer to Attached
Sample Form**

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

2.6 The Net Nameplate Rating of the Generating Facility is:



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.6.2 Non-Eligible Generator(s): _____ kW

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

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

2.7.1 Eligible Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.7.2 Non-Eligible Generator(s): _____ kW



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.
- Appendix A - Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
 - Appendix B - Web-site references to Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
 - Appendix C - A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280)* (Special Facility Agreement), if applicable, (Formed by the Parties).
 - Appendix D - Producer's warranty that the Generating Facility meets the requirements for a Cogeneration facility pursuant to Section 216.6 of the PU Code (when applicable).
 - Appendix E - Producer's warranty that the Generating Facility meets the requirements for Distributed Energy Resources Generation as defined in Section 353.1 of the PU Code (when applicable).
 - Appendix F - NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel
 - Appendix G - Producer's warranty that it meets the requirements for an Eligible Biogas Digester Electrical Generating Facility, (applicable Generator(s) only) as defined in Section 2827.9 of the PU Code (when applicable).
 - Appendix H - Schedule NEM and/or NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code.
 - Appendix I -Operating Requirements for Energy Storage Device(s) (when applicable).
 - Appendix J - NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established.
- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21 Section C.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement, or
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Electric System is closed or terminated, or
 - (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.
- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
 - (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

- 5.1 Except for that energy delivered to PG&E's Electric System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.
- 5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM-2 tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.
- 5.5 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC 2827 section, or by Rule 21. Such approval will be provided after PG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 79-1174-02),



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

including all supporting documents and payments as described in the Application; (2) any required NEM supplemental application forms; (3) a signed and completed Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) (Form 79-1069-02); (4) a copy of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, and Electric System Modifications. Such approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.

- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Electric System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Electric System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Electric System in any manner, even if Producer's deliveries of electric power to PG&E's Electric System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Electric System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to PG&E's Electric System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 5.7 Producer shall not deliver reactive power to PG&E's Electric System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Electric System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements)), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

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

6. INTERCONNECTION FACILITIES

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

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

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in



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

person or sent by first class mail, postage prepaid, to the address specified below:

If to PG&E:

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

If to Customer-Generator:

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

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

10. REVIEW OF RECORDS AND DATA

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

11. ASSIGNMENT

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

12. NON-WAIVER

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

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

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

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

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

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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



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

16. SIGNATURES

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

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



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix A**

APPENDIX A

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

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

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

APPENDIX B

RULES “2” AND “21”

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



*Pacific Gas and
Electric Company*[®]

**GENERATING FACILITY
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(MULTIPLE TARIFF NEM2MT)**

Appendix C

APPENDIX C (If Applicable)

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

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

APPENDIX D (When applicable)

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

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

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

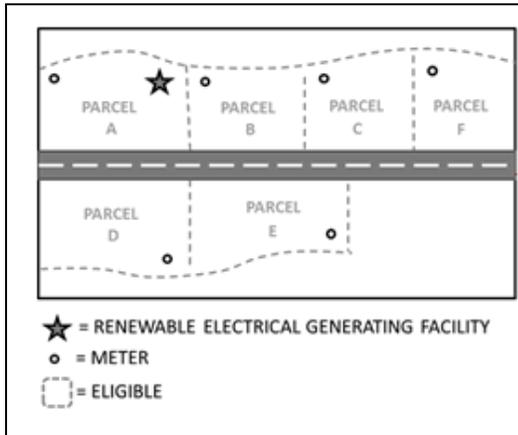
Appendix F

APPENDIX F (When applicable)

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

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

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



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

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

_____ *Customer Generator's Name*

_____ *Signature*

_____ *Date*

_____ *Type/Print Name*

_____ *Title*

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

APPENDIX G (When applicable)

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

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

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

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

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

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

Appendix H

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

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

Check Type of Renewable Electrical Generation Facility:

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

NEM2 Customer-Generator (Customer) declares that

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

² The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>

**GENERATING FACILITY
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Appendix H**

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

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

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

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

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



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

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

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

**APPENDIX I
(If Applicable)**

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

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

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

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

And during the hours of _____

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

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

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

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

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



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

Calendar Days of the written request.

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



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

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

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

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

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

Specifically, I will be responsible for the following:

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

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



Electric Sample Form 79-1137

Sheet 1

Interconnection Agreement for Net Metering for a Renewable Electrical
Generation Facility of 1,000 kW or Less, Except Solar Or Wind

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

This *Interconnection Agreement for Net Energy Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM (if this is a NEM Solar or Wind Generating Facility, please use form 79-978) (Generating Facility) in parallel with PG&E’s Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator’s Generating Facility. Customer-Generator’s Generating Facility is intended primarily to offset part or all of the Customer-Generator’s own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E’s electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator’s Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E’s website at <http://www.pge.com/gen>.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

- 2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.
- 2.6 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.
- 2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.
- 2.9 The expected annual energy production of the Generating Facility is _____ kWh.
- 2.10 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

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

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

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

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

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

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

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of PG&E's Agreement for Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527), if applicable (Formed by the Parties).
- Appendix C Schedule NEM / NEMV Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.
- Appendix D NEM Load Aggregation Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

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

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

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

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (Between 30 kW and 1000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental*

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

Application (Form 79-998); (3) a signed and completed Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

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

8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

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

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

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

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

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

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

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

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

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



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10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

11. NOTICES

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

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

If to Customer-Generator:

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

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

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

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

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

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

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

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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



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18. SIGNATURES

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

Customer-Generator's Name

Authorized by (Print)

Signature

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Print)

Signature

Title

Date



INTERCONNECTION AGREEMENT FOR NET
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APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)



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APPENDIX B
(If Applicable)

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

Appendix C

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

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

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	

NEM / NEMV Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an “Eligible Customer-Generator” and its Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.³ (Eligibility Requirements).

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

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

³ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

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

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

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

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING FOR A RENEWABLE
ELECTRICAL GENERATION FACILITY OF
1,000 KW OR LESS, EXCEPT SOLAR OR WIND

Date: _____



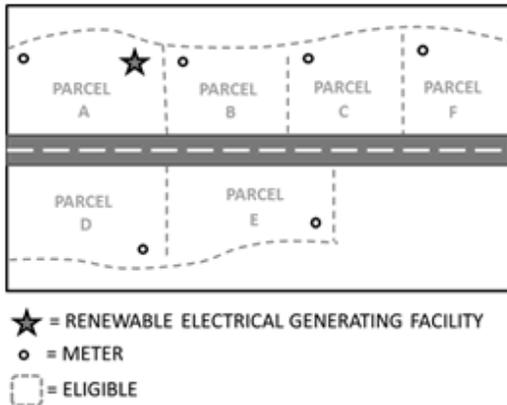
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

Appendix D NEM LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

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

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



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

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

Customer Generator's Name

Date

Signature

Type/Print Name

Title



Electric Sample Form No. 79-1137-02

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM2/NEM2V) for a
Renewable Electricity Generation Facility of 1,000 Kilowatts or Less, Except Solar or Wind

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND

This INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND (Agreement) ¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM2 (if this is a NEM Solar or Wind Generating Facility less than 1,000 kWh, please use form 79-978) (Generating Facility) in parallel with PG&E’s Electric System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator’s Generating Facility. Customer-Generator’s Generating Facility is intended primarily to offset part or all of the Customer-Generator’s own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E’s electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator’s Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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

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

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

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

¹ Additional forms are available on PG&E’s website at <http://www.pge.com/gen>.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

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

Name: _____

Address: _____

City/Zip Code: _____

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

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

- 2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.

- 2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.

- 2.9 The expected annual energy production of the Generating Facility is _____ kWh.

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

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

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

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

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

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

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

Appendix C Schedule NEM2 / NEM2V Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.

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

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

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

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

5. TERM AND TERMINATION

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND* (Form 79-1137-02); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Applicant certifies as a part of each interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

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

8. LIMITATION OF LIABILITY

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

9. INSURANCE

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

- 9.1 Customer-Generator Facility is required to comply with standards and rules set forth in Section 6 and provide the following for insurance policies in place.
- 9.2 Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.
- 9.3 The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.4 PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

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

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

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
 - (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
 - (c) Contain a severability of interest clause or cross-liability clause.
- 9.5 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.
 - 9.6 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

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



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

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

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

11. NOTICES

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

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

If to Customer-Generator:

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

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

15. DISPUTES

15.1 Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

16. REVIEW OF RECORDS AND DATA

16.1 Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

16.2 Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds

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.



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

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

18. AMENDMENT AND MODIFICATION

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

19. ENTIRE AGREEMENT

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

20. SIGNATURES

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

<i>(Customer-Generator's Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>

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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

INTERCONNECTION AGREEMENT FOR NET ENERGY
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APPENDIX B (If Applicable)

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



**INTERCONNECTION AGREEMENT FOR NET ENERGY
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Appendix C

**SCHEDULE NEM2 CUSTOMER-GENERATOR WARRANTY THAT IT
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL
GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 or NEM2V interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	

NEM2 / NEM2V Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an "Eligible Customer-Generator" and its Generating Facility.
- (2) (a) meets the requirements of an "Renewable Electrical Generation Facility", as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.³ (Eligibility Requirements).

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

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

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

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

³ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

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

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

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 or NEM2V, Net Energy Metering Service for Eligible Customer-Generators.

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

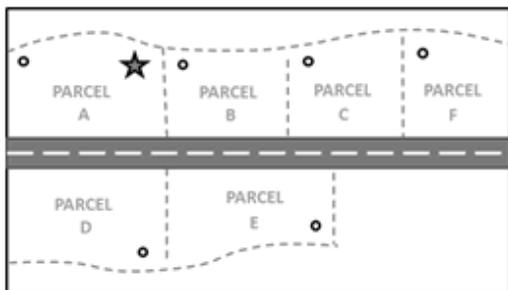
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

Appendix D NEM2 LOAD AGGREGATION APPENDIX (If Applicable)

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

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

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



★ = RENEWABLE ELECTRICAL GENERATING FACILITY
 ○ = METER
 □ = ELIGIBLE

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

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

Customer Generator's Name

Date

Signature

Type/Print Name

Title



ELECTRIC SAMPLE FORM 79-1151A

Sheet 1

AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Please Refer to Attached Sample Form



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF and participants in the Demand Response Programs below are not eligible to participate in NEM.
 - Peak Day Pricing (PDP)
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation (NEMA) is a program that allows customers with multiple meters to use the renewable energy generated at one meter (up to 1MW) to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
Service Address*	City*	State Zip*
Customer Phone Number	Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)	

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
---	---------------

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

Company Name	Contact Person
Contact Phone Number	Email

By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit Application Form 79-1151B and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the accompanying Application Form 79-1151B.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) Application Form 79-1151B, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM systems should be sized with an estimated annual production no larger than 100% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. For customers on a Time-of-Use rate, sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill. For customer who are not on a Time-of-Use rate, you might want to size your system larger (90-95% of your annual load), in order to minimize your electricity bill. Of course, individual circumstances may vary. Customers can obtain their usage data by following the instructions on www.pge.com on the page titled "[Access, download, or share usage data](#)." System sizing eligibility will be reviewed using the criteria below.

B. Generator System Sizing

Generator System Type: Solar Wind Both

Estimated Annual Production:

- Solar Systems > 5 kW (CEC-AC kW) or any system with wind, size is determined below. Please continue to fill out all of Section B.
- The Solar CEC-AC kW calculated from the Application cannot exceed 5% of the CEC-AC kW listed above

	(1) Solar CEC-AC rating ^A	_____ (kW) X 1,500 ^B	=	_____ (kWh)
AND/OR	(2) Wind Nameplate rating	_____ (kW) X 2,190 ^C	=	_____ (kWh)
	(3) Total Energy Production	(1) + (2)	=	_____ (kWh)

Estimated Annual Energy Usage:

	(4) Recent annual usage	_____ (kWh) X 1.1	=	_____ (kWh)
OR (If 12 months usage not available)	(5) Building size	_____ (sq ft) X 3.32 ^D	=	_____ (kWh)
AND	(6) I plan to increase my annual usage (kWh) by	_____ (kWh)	=	_____ (kWh)
	(7) Total Energy Usage	(2 or 3) + (4)	=	_____ (kWh)

Net Generation:

	(8) Production - Usage		(3) – (7)	=	_____ (kWh)*
--	------------------------	--	-----------	---	--------------

*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section J to read the provisions around Net Surplus Compensation (NSC).

^A CEC-AC (kW) = California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000
^B 8,760 hrs/yr x 0.172 solar capacity factor = 1,500
^C 8,760 hrs/yr x 0.25 wind capacity factor = 2,190
^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM Account: Select one rate from the category applicable to you. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

Residential Service Rate (Select one):

- E-1 – Non-Time-of-Use
- E-6 – Time-of-Use
- E-7^E – Time-of-Use
- E-8^F – Non-Time-of-Use
- E-9A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- E-9B^F – Time-of-Use for Customers with a separately metered EV recharging station
- EV-A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- EV-B^G – Time-of-Use for Customers with a separately metered EV recharging station
- Other (_____)

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

- | | <u>Primary</u> | <u>Secondary</u> |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> A-1 – Small General Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-6 – Small General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Demand-Metered Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Time-of-use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> B-1 – Small General Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> B-6 – Small General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> B-10 – Medium General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> | <input type="checkbox"/> |

Agricultural Power Service Rate: (Select one rate and rate option):

- | | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> AG-1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| <input type="checkbox"/> AG-R ^F – Split-Week Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-V ^F – Short-Peak Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-4 – Time-of-Use | <input type="checkbox"/> |
| <input type="checkbox"/> AG-5 – Time of Use | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> |

If your current rate is a closed rate, as identified in Footnote F, and you are now opting to move to a non-closed rate per the Otherwise Applicable Rate Schedule (OAS) for NEM Account, please check the box below acknowledging that you are leaving the closed rate and will not be able to select the closed rate in the future.

I acknowledge and consent to leaving my current rate that is a closed rate

^E E-7, E-8, E-9A, E-9B, AG-R, and AG-V are closed to all new customers and are only available to Customers that are currently on the rate
^F Rates effective August 1, 2013 for Customers with Electric Vehicles. Please visit www.pge.com/electricvehicles for more rate information



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part IV – Interconnection Agreement Provisions

A. Purpose

The purpose of this Net Energy Metering (NEM) Application and Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Agreement) is to allow Customer to interconnect with Pacific Gas and Electric Company's (PG&E) Distribution System, subject to the provisions of this Agreement and PG&E's Electric Schedule Net Energy Metering (NEM). Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with PG&E's Distribution System to offset part or all of the Customer's own electrical requirements at this service point. Customer shall comply at all times with this Agreement as well as with all applicable laws, tariffs and requirements of the California Public Utilities Commission (CPUC).

B. Applicability

This Agreement applies to Electric Schedule NEM Customer-Generators (Customer) who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

C. NEM Transition

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

D. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

E. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electrical generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

F. Safe Operation of your Generating Facility

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

G. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating

Facilities Of 30 Kilowatts Or Less

H. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

I. NEM Billing

PG&E installs a "net meter" on a customer's property that measures the net energy, defined as the difference between the amount of electricity supplied by the energy provider and the amount of electricity exported to the grid over the course of a month. The Customer's account is enrolled in the NEM program and put on an annual (12- billing months) true-up cycle.

The meter is read monthly and an amount is calculated based on the net energy recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM billing is available at www.pge.com/nembilling.

J. Net Surplus Compensation (NSC)

NSC payments are made to NEM customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1130.pdf. Participants in NEMA, please see provisions in Form 79-1153.

K. Limitation of Liability

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

L. Governing Law

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

M. Governing Authority

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

N. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM.

O. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

P. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM.

Q. Smart Inverters

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

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

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

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

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

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

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

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

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

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

^G A complete application consists all of the following without deficiencies:

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating

Facilities Of 30 Kilowatts Or Less

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

Part IV – Interconnection Agreement Provisions – Continued

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THIS ENTIRE DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY AN EXISTING PG&E CUSTOMER.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at <http://www.pge.com/about/company/privacy/customer>, PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E will accept electronic signatures that are verified by qualified Third Parties such as, Adobe EchoSign, e-SignLive, and DocuSign for this Agreement if the Agreement is completed in its entirety before signing.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM requirements.



Electric Sample Form No. 79-1151A-02 Sheet 1
 Agreement And Customer Authorization Net Energy Metering (NEM2)
 Internconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

**Please Refer to Attached
Sample Form**



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF or participants in the Demand Response Programs below are not eligible to participate in NEM2.
 - Peak Day Pricing (PDP)
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM2 program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM2 Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation 2 (NEM2A) is a program that allows customers with multiple meters to use the renewable energy generated at one meter to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company) _____ Electric Service Agreement ID * _____ Meter Number* _____

Service Address* _____ City* _____ State CA Zip* _____

Customer Phone Number _____ Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record) _____

Is there an electric vehicle charging on site at the above service address? Yes No
 If yes, please indicate how many electric vehicles _____

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist) _____ Contact Phone _____

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

Company Name _____ Contact Person _____

Contact Phone Number _____ Email _____



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

- By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit Application Form 79-1151-02B and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the accompanying Application Form 79-1151-02B.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) Application Form 79-1151-02B, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM2 systems should be sized with an estimated annual production no larger than 100% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. All NEM2 customers must take service on a Time-of-Use rate schedule and sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill^A. Of course, individual circumstances may vary. Customers can obtain their usage data by following the instructions on www.pge.com on the page titled "[Access, download, or share usage data.](#)"

^A Customers on rate schedules such as ET, ES, and ESR, which do not have a corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

[Rate Schedule to be Selected online from Currently Available Residential Rates]

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

[Rate Schedule to be Selected online From Currently Available Small & Medium Commercial Rates]

Agricultural Power Service Rate: (Select one rate and rate option):

[Rate Schedule to be Selected online From Currently Available Agricultural Rates]

Part IV – Interconnection Agreement Provisions

A. Applicability

This Agreement applies to Electric Schedule NEM2 Customer-Generators (Customer) who interconnect a solar and/or wind turbine electric Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

B. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

Part IV – Interconnection Agreement Provisions – Continued

A. Safe Operation of your Generating Facility

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

B. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

C. Rate



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Customer has confirmed their otherwise applicable rate schedule (OAS) to establish how the Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

D. NEM2 Billing

The Customer's meter separately measures exports and imports.

The meter is read monthly and an amount is calculated based on the net energy (kWh) and total energy(kWh) exports recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from the energy provider in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

Additionally, the Customer will be billed for non-bypassable charges on all imports from the grid, as describe in Schedule NEM2 Special Condition 2.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM2 billing is available at www.pge.com/nembilling.

E. Net Surplus Compensation (NSC)

NSC payments are made to NEM2 customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1130.pdf. Participants in NEM2A, please see provisions in *NEM2 Load Aggregation Appendix (Form 79-1153)*.

F. Limitation of Liability

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

G. Governing Law

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

Part IV – Interconnection Agreement Provisions – Continued

A. Governing Authority

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

B. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM2.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

C. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

D. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM2.

E. CEC Listed

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

F. Warranties or Service Agreements

Customer certifies as a part of its interconnection request for NEM2 that:

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

G. Smart Inverters

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

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

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

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

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

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

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at <http://www.pge.com/about/company/privacy/customer>, PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

^G A complete application consists all of the following without deficiencies:

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E can request additional documentation to verify the authenticity of the externally signed Agreement and Customer Authorization.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM2 requirements.



Electric Sample Form No. 79-1193

Sheet 1

Agreement and Customer Authorization Net Energy Metering Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less Paired with Energy Storage of 10 Kilowatts or Less

Please Refer to Attached Sample Form

(Continued)

Advice Decision 5634-E-A

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted Effective Resolution July 10, 2020



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Paired with Energy Storage of 10 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF and participants in the Demand Response Programs below are not eligible to participate in NEM.
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

NEM 30 kilowatts or Less Paired with Energy Storage: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation (NEMA) is a program that allows customers with multiple meters to use the renewable energy generated at one meter (up to 1MW) to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator. Energy Storage system must be 10 kilowatts or less.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
		CA
Service Address*	City*	State Zip*
Customer Phone Number	Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)	

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
---	---------------

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

Company Name	Contact Person
Contact Phone Number	Email



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

- By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit an Interconnection Request and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) a valid Interconnection Request, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM systems should be sized with an estimated annual production no larger than 100% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. For customers on a Time-of-Use rate, sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill. For customer who are not on a Time-of-Use rate, you might want to size your system larger (90-95% of your annual load), in order to minimize your electricity bill. Of course, individual circumstances may vary. Customers can obtain their usage data by following the instructions on www.pge.com on the page titled "[Access, download, or share usage data](#)." System sizing eligibility will be reviewed using the criteria below.

B. Generator System Sizing

Generator System Type: Solar Wind Both

Estimated Annual Production:

- Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.
- Solar Systems > 5 kW (CEC-AC kW) or any system with wind, size is determined below. Please continue to fill out all of Section B.
- The Solar CEC-AC kW calculated from the Application cannot exceed 5% of the CEC-AC kW listed above



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

(1) Solar CEC-AC rating^A _____ (kW) X 1,500^B = _____ (kWh)

AND/OR (2) Wind Nameplate rating _____ (kW) X 2,190^C = _____ (kWh)

(3) Total Energy Production (1) + (2) = _____ (kWh)

Estimated Annual Energy Usage:

(4) Recent annual usage _____ (kWh) X 1.1 = _____ (kWh)

OR (If 12 months usage not available) (5) Building size _____ (sq ft) X 3.32^D = _____ (kWh)

AND (6) I plan to increase my annual usage (kWh) by _____ (kWh)

(7) Total Energy Usage (2 or 3) + (4) = _____ (kWh)

Net Generation:

(8) Production - Usage (3) - (7) = _____ (kWh)*

*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section J to read the provisions around Net Surplus Compensation (NSC).

Non-NEM Eligible Energy Storage System:

Energy Storage System Rating _____ kW

Does the energy storage system share an inverter with the NEM system? Yes No

If not, please provide:

Energy Storage Inverter Rating _____ kW

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM Account: Select one rate from the category applicable to you. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

^A CEC-AC (kW) =California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

^B 8,760 hrs/yr x 0.172 solar capacity factor = 1,500

^C 8,760 hrs/yr x 0.25 wind capacity factor = 2,190

^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Residential Service Rate (Select one):

- E-1 – Non-Time-of-Use
- E-6 – Time-of-Use
- E-7^E – Time-of-Use
- E-8^F – Non-Time-of-Use
- E-9A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- E-9B^F – Time-of-Use for Customers with a separately metered EV recharging station
- EV-A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- EV-B^G – Time-of-Use for Customers with a separately metered EV recharging station
- Other (_____)

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

	<u>Primary</u>	<u>Secondary</u>
<input type="checkbox"/> A-1 – Small General Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> A-6 – Small General Time-of-Use Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> A-10 – Medium General Demand-Metered Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> A-10 – Medium General Time-of-Use Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> B-1 – Small General Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> B-6 – Small General Time-of-Use Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> B-10 – Medium General Time -of-Use Service	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other (_____)	<input type="checkbox"/>	<input type="checkbox"/>

Agricultural Power Service Rate: (Select one rate and rate option):

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<input type="checkbox"/> AG-1	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/> AG-R ^F – Split-Week Time-of-Use	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> AG-V ^F – Short-Peak Time-of-Use	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> AG-4 – Time-of-Use	<input type="checkbox"/>					
<input type="checkbox"/> AG-5 – Time of Use	<input type="checkbox"/>					
<input type="checkbox"/> Other (_____)	<input type="checkbox"/>					

If your current rate is a closed rate, as identified in Footnote F, and you are now opting to move to a non-closed rate per the Otherwise Applicable Rate Schedule (OAS) for NEM Account, please check the box below acknowledging that you are leaving the closed rate and will not be able to select the closed rate in the future.

I acknowledge and consent to leaving my current rate that is a closed rate

^E E-7, E-8, E-9A, E-9B, AG-R, and AG-V are closed to all new customers and are only available to Customers that are currently on the rate

^F Rates effective August 1, 2013 for Customers with Electric Vehicles. Please visit www.pge.com/electricvehicles for more rate information



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Part IV – Interconnection Agreement Provisions

A. Purpose

The purpose of this Net Energy Metering (NEM) Application and Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Agreement) is to allow Customer to interconnect with Pacific Gas and Electric Company's (PG&E) Distribution System, subject to the provisions of this Agreement and PG&E's Electric Schedule Net Energy Metering (NEM). Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with PG&E's Distribution System to offset part or all of the Customer's own electrical requirements at this service point. Customer shall comply at all times with this Agreement as well as with all applicable laws, tariffs and requirements of the California Public Utilities Commission (CPUC).

B. Applicability

This Agreement applies to Electric Schedule NEM Customer-Generators (Customer) who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

C. NEM Transition

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

D. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

E. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electrical generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

F. Safe Operation of your Generating Facility

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

G. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

H. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

I. NEM Billing

PG&E installs a "net meter" on a customer's property that measures the net energy, defined as the difference between the amount of electricity supplied by the energy service provider and the amount of electricity exported to the grid over the course of a month. The Customer's account is enrolled in the NEM program and put on an annual (12- billing months) true-up cycle.

The meter is read monthly and an amount is calculated based on the net energy recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM billing is available at www.pge.com/nembilling.

J. Net Surplus Compensation (NSC)

NSC payments are made to NEM customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1130.pdf. Participants in NEMA, please see provisions in Form 79-1153.

K. Limitation of Liability

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

L. Governing Law

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

M. Governing Authority

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

N. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM.

O. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

P. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM.

Q. Smart Inverters

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

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

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

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

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

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

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

R. Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THIS ENTIRE DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY AN EXISTING PG&E CUSTOMER.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [\[http://www.pge.com/about/company/privacy/customer\]](http://www.pge.com/about/company/privacy/customer), PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.**
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.**
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.**
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.**

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E will accept electronic signatures that are verified by qualified Third Parties such as, Adobe EchoSign, e-SignLive, and DocuSign for this Agreement if the Agreement is completed in its entirety before signing.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM requirements.



Electric Sample Form No. 79-1193-02

Sheet 1

Agreement and Customer Authorization Net Energy Metering (NEM2) Interconnection for Solar and/or
Wind Electric Generating Facilities of 30 kW or Less with Energy Storage of 10 kW or Less

**Please Refer to Attached
Sample Form**

(Continued)

Advice 5634-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted July 10, 2020
Effective _____
Resolution _____



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF or participants in the Demand Response Programs below are not eligible to participate in NEM2.
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM2 program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM2 Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation 2 (NEM2A) is a program that allows customers with multiple meters to use the renewable energy generated at one meter to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
		CA
Service Address*	City*	State Zip*

Customer Phone Number Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)

Is there an electric vehicle charging on site at the above service address? Yes No
 If yes, please indicate how many electric vehicles _____

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
---	---------------



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer's behalf):

Company Name Contact Person

Contact Phone Number Email

By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit an Interconnection Request and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) **a valid Interconnection Request**, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM2 systems should be sized with an estimated annual production no larger than 100% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. All NEM2 customers must take service on a Time-of-Use rate schedule and sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill^A. Of course, individual circumstances may vary. Customers can obtain their usage data by following the instructions on www.pge.com on the page titled "[Access, download, or share usage data.](#)"

^A Customers on rate schedules such as ET, ES, and ESR, which do not have a corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

B. Generator System Sizing

Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.

Generator System Type: Solar Wind Both

	(1) Solar CEC-AC rating ^B	_____ (kW) X 1,500 ^C	=	_____ (kWh)
AND/OR	(2) Wind Nameplate rating	_____ (kW) X 2,190 ^D		_____ (kWh)
	(3) Total Energy Production	(1) + (2)		_____ (kWh)

Estimated Annual Energy Usage:

(Solar systems ≤ 5 kW (CEC-AC) do not need to complete this section)

	(4) Recent annual usage	_____ (kWh) X 1.1	=	_____ (kWh)
OR (If 12 months usage not available)	(5) Building size	_____ (sq ft) X 3.32 ^E		_____ (kWh)
AND	(6) I plan to increase my annual usage (kWh) by			_____ (kWh)
	(7) Total Energy Usage	(4 or 5) + (6)		_____ (kWh)

Net Generation:

	(8) Production – Usage		(3) – (7) =	_____ (kWh)*
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*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section H to read the provisions around Net Surplus Compensation (NSC).

^B CEC-AC (kW) = California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000
^C 8,760 hrs/yr x 0.172 solar capacity factor = 1,500
^D 8,760 hrs/yr x 0.25 wind capacity factor = 2,190
^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Non-NEM Eligible Energy Storage System:

Energy Storage Rating _____ kW

Does the energy storage system share an inverter with the NEM system? Yes No

If not, please provide:

Energy Storage Inverter Rating _____ kW

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM2 Account: Select one rate from the category applicable to you. NEM2 residential customers must be an applicable time-of-use rate^F schedule. If you are currently on a rate that is no longer open to new customers and are opting to move to a different rate, by signing this Agreement and Customer Authorization you are acknowledging that you are leaving the current rate and will not be able to return to this rate in the future. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

Stay on existing rate

Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

This Agreement applies to Electric Schedule NEM2 Customer-Generators (Customer) who interconnect a solar and/or wind turbine electric Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

B. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

D. Safe Operation of your Generating Facility

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

E. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

F. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS) to establish how the Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

The meter is read monthly and an amount is calculated based on the net energy (kWh) and total energy(kWh) exports recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from the energy supplier in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from the energy supplier than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

Additionally, the Customer will be billed for non-bypassable charges on all imports from the grid, as describe in Schedule NEM2 Special Condition 2.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM2 billing is available at www.pge.com/nembilling.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

H. Net Surplus Compensation (NSC)

NSC payments are made to NEM2 customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1130.pdf. Participants in NEM2A, please see provisions in *NEM2 Load Aggregation Appendix (Form 79-1153)*.

I. Limitation of Liability

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

J. Governing Law

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

K. Governing Authority

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

L. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM2.

M. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

N. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM2.

O. CEC Listed

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

P. Warranties or Service Agreements

Applicant certifies as a part of its interconnection request for NEM2 that:

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

Q. Smart Inverters

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

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

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

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

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

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

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

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

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

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



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

R. Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY. THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at <http://www.pge.com/about/company/privacy/customer>, PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E can request additional documentation to verify the authenticity of the externally signed Agreement and Customer Authorization.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM2 requirements.



Electric Sample Form No. 79-1198-02
 Interconnection Agreement for Net Energy Metering (NEM2) and
 Renewable Electrical Generating Facility Sized Greater than 1,000 kW

Sheet 1

**Please Refer to Attached
Sample Form**

(Continued)

Advice 5634-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	_____	July 10, 2020
<i>Effective</i>	_____	
<i>Resolution</i>	_____	



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

This *Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater than 1,000 kW* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, and 2827.7 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.

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 The purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode does / does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.
- 2.8 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _____.
- 2.9 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.10 The Producer certifies that their inverter-based Generating Facilities will upon receiving permission to operate from PG&E 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 <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>)

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

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

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

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

- 1. A completed Interconnection Application including all supporting documents and required



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

(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.

- Attachment A Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to PG&E’s Distribution and/or Transmission System
- Attachment B Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades and Cost Responsibility
- Attachment C Expected Date of Initial Operation
- Attachment D NEM2V or NEM2VMSH Storage (when applicable)
- Attachment E NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located on Same or Adjacent or Contiguous Property to Generator Parcel (when applicable)
- Attachment F Addendum for Net Energy Metering Multiple Tariff (when applicable)
- Attachment G Producer’s Warranty that the Generating Facility is a “Cogeneration Facility” Pursuant to Section 216.6 of the California Public Utilities Code (when applicable)
- Attachment H Producer’s Warranty that the Generating Facility is an Eligible Biogas Electrical Generating Facility Pursuant to Section 2827.9 of the California Public Utilities Code (when applicable)

payments,

- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

- Attachment I Schedule NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code (when applicable)
- Attachment J Operating Requirements for Energy Storage Device(s) (when applicable)
- Attachment K NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established (when applicable)

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 selected Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.7 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 17 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 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,



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- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Generating Facility Sized Greater than 1,000 kW* (Form 79-1198-02); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.



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- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. LIMITATION OF LIABILITY

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

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 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.

- 8.1 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 8.3, the following insurance shall apply:

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

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate



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Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or

- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

8.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 10.1, the requirements of Section 8.1 may be waived.

8.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 9.1.

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.

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

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

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS



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- 9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. NOTICES

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

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

If to Customer-Generator:

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

- 10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.
- 10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

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



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targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

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

12. ASSIGNMENT

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

13. NON-WAIVER

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

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

- 14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

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

16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has



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not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.



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17. SIGNATURES

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

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



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ATTACHMENT A

Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to PG&E's Distribution and/or Transmission System

Section 1. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

1.1. Interconnection Facilities

1.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment B of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

1.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

1.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment B of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Section 2. Cost Responsibility for Network Upgrades

2.1. Applicability

No portion of this Section 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

2.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment B of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 2.2.1 directs otherwise.



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2.2.1. Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

2.2.1.1. If the Interconnection Customer is entitled to a cash repayment

pursuant to Section 2.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

2.2.1.2. If the Generating Facility fails to achieve commercial operation, but it

or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Section 2.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.



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2.3. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Section 3. Billing, Payment, Milestones, and Financial Security

3.1. Billing and Payment Procedures and Final Accounting

- 3.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs, including any applicable taxes, of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.
- 3.1.2. Within three months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

3.2. Expected Date of Initial Operation

Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's Expected Date of Initial Operation. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and propose the earliest reasonable alternate date by which it can attain this and future milestones.



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3.3. Financial Security Arrangements

For projects studied under the Fast Track Interconnection Review Process, no more than 120 Calendar Days after the Effective Date of this agreement, the Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located.

For projects studied under the Detailed Study Interconnection Review Process, The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Rule 21 Section F.4.

Regardless of Review Process, such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Distribution Provider under this Agreement during its term.

In addition:

- 3.3.1. The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 3.3.2. The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Distribution Provider and must specify a reasonable expiration date.

Section 4. Taxes

4.1. Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

- 4.1.1 In the application of IRS Notice 2016-36, any Income Tax Component of Contribution (ITCC) for Interconnection Facilities, Distribution Upgrades and Network Upgrades (based on the enclosed estimates) will be billed to the Interconnection Customer and collected by the Distribution Provider as per Section 3.1.1. The Distribution Provider shall true-up the final ITCC charges based on actual final costs and will either refund any excess ITCC collected by the Distribution Provider or bill the Interconnection Customer the additional ITCC charges that are required.

4.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.



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Section 5. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

Section 6. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

- 6.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 6.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

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ATTACHMENT B

Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades and Cost Responsibility

Final study report includes equipment, including the Generating Facility, Interconnection Facilities, and metering equipment itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment. Additionally, NEM program specific information relating to the Interconnection Customer's Generating Facility and any associated arrangements (i.e. NEM2, NEM2A, NEM2MT, NEM2V, NEM2VMSH (1 SDP), and NEMVMSH (DEV)) will be set forth in this attachment.

Final study report includes description of Upgrades and provides an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.



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ATTACHMENT C

Expected Date of Initial Operation

Expected Date of Initial Operation: _____

For the Interconnection Customer _____ Date _____



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ATTACHMENT D

**NEM2V or NEM2VMSH Storage
(when applicable)**

Applicants adding storage pursuant to Schedules NEM2V or NEM2VMSH under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).

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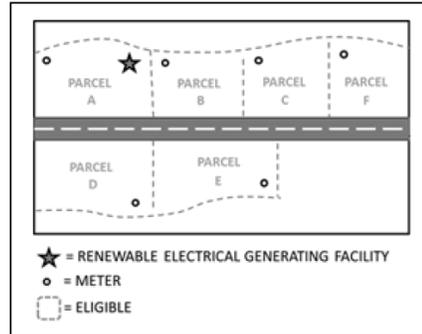
ATTACHMENT E

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 including any estimated additional future load; 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

Date

Signature

Type/Print Name

Title

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ATTACHMENT F

Addendum for Net Energy Metering Multiple Tariff (when applicable)

This Addendum represents mutual agreement between PG&E and Customer to provide for an interim arrangement to accommodate interconnection under Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater Than 1,000 kW consistent with the multiple tariff treatment provided in PG&E Schedule NEM, Special Condition 4 (NEMMT). The Parties enter into this Addendum pursuant to Rule 21 Section H.1.f.

1. MULTIPLE TARIFF GENERATING FACILITY DESCRIPTION

1.1. In addition to the requirements of Electric Rule 21 and the GIA, Customer will abide by the requirements in the interconnection and operation of its Generating Facility described below.

1.2. The Gross Nameplate Rating of the Generating Facility is:

1.2.1. Eligible Generator(s):

Biomass	NEM1: _____ kW NEM2: _____ kW	Digester gas	NEM1: _____ kW NEM2: _____ kW
Solar thermal	NEM1: _____ kW NEM2: _____ kW	Municipal solid waste	NEM1: _____ kW NEM2: _____ kW
Photovoltaic	NEM1: _____ kW NEM2: _____ kW	Landfill gas	NEM1: _____ kW NEM2: _____ kW
Wind	NEM1: _____ kW NEM2: _____ kW	Ocean wave	NEM1: _____ kW NEM2: _____ kW
Geothermal	NEM1: _____ kW NEM2: _____ kW	Ocean thermal	NEM1: _____ kW NEM2: _____ kW
Fuel cell	NEM1: _____ kW NEM2: _____ kW	Tidal current	NEM1: _____ kW NEM2: _____ kW
Small hydroelectric generation	NEM1: _____ kW NEM2: _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW	NEM1: _____ kW NEM2: _____ kW

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

1.2.2. Non-Eligible Generator(s): _____ kW

1.2.3. Total Gross Nameplate Rating of the Generating Facility: _____ kW

1.3. The Net Nameplate Rating of the Generating Facility is:

1.3.1. Eligible Generator(s):

Biomass	NEM1: _____ kW NEM2: _____ kW	Digester gas	NEM1: _____ kW NEM2: _____ kW
Solar thermal	NEM1: _____ kW NEM2: _____ kW	Municipal solid waste	NEM1: _____ kW NEM2: _____ kW
Photovoltaic	NEM1: _____ kW NEM2: _____ kW	Landfill gas	NEM1: _____ kW NEM2: _____ kW
Wind	NEM1: _____ kW NEM2: _____ kW	Ocean wave	NEM1: _____ kW NEM2: _____ kW
Geothermal	NEM1: _____ kW NEM2: _____ kW	Ocean thermal	NEM1: _____ kW NEM2: _____ kW
Fuel cell	NEM1: _____ kW NEM2: _____ kW	Tidal current	NEM1: _____ kW NEM2: _____ kW
Small hydroelectric generation	NEM1: _____ kW NEM2: _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW	NEM1: _____ kW NEM2: _____ kW

1.3.2. Non-Eligible Generator(s): _____ kW

1.3.3. Total Net Nameplate Rating of the Generating Facility: _____ kW

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

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

Biomass	NEM1: _____ kW NEM2: _____ kW	Digester gas	NEM1: _____ kW NEM2: _____ kW
Solar thermal	NEM1: _____ kW NEM2: _____ kW	Municipal solid waste	NEM1: _____ kW NEM2: _____ kW
Photovoltaic	NEM1: _____ kW NEM2: _____ kW	Landfill gas	NEM1: _____ kW NEM2: _____ kW
Wind	NEM1: _____ kW NEM2: _____ kW	Ocean wave	NEM1: _____ kW NEM2: _____ kW
Geothermal	NEM1: _____ kW NEM2: _____ kW	Ocean thermal	NEM1: _____ kW NEM2: _____ kW
Fuel cell	NEM1: _____ kW NEM2: _____ kW	Tidal current	NEM1: _____ kW NEM2: _____ kW
Small hydroelectric generation	NEM1: _____ kW NEM2: _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW	NEM1: _____ kW NEM2: _____ kW

1.4.1. Non-Eligible Generator(s): _____ kW

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT G

Producer's Warranty that the Generating Facility is a "Cogeneration Facility" Pursuant to Section 216.6 of the California Public Utilities Code (when applicable)

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

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

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT H

Producer's Warranty that the Generating Facility is an Eligible Biogas Electrical Generating Facility Pursuant to Section 2827.9 of the California Public Utilities Code (when applicable)

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

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

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT I

Schedule NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code (when applicable)

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

Check Type of Renewable Electrical Generation Facility:

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

NEM2 Customer-Generator (Customer) declares that:

- (1) It meets the requirements to be an “Eligible Customer-Generator” and it’s Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and
 (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook. ³ (Eligibility Requirements).

³ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

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

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

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

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

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT J

Operating Requirements for Energy Storage Device(s) (when applicable)

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

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

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

And during the hours of _____

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

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

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

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

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

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT K

NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established (when applicable)

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

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

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

Specifically, I will be responsible for the following:

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

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)



Electric Sample Form No. 79-1202
Load Aggregation Appendix

Sheet 1

(N)
(N)

**Please Refer to Attached
Sample Form**

(Continued)

Advice 5634-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted July 10, 2020
Effective _____
Resolution _____

LOAD AGGREGATION APPENDIX

(If Applicable)

**List of Qualifying Accounts Eligible for Net Energy Metering (NEM & NEM2)
Load Aggregation,
Load Aggregation Sizing Affidavit, and
Customer-Generator Declaration Warranting Load Aggregation Arrangement Is Located
On The Same or Adjacent or Contiguous Property to Generator Parcel**

This is an appendix to Schedules NEM and NEM2 involving load aggregation¹. As described in the special condition titled “Load Aggregation”, PG&E will aggregate the load of the Customer-Generator’s accounts listed below where the Customer-Generator is the customer of record and the accounts continue to meet the requirements as outlined in the Customer Declaration on the last page of this Appendix.

In accordance with this appendix and pursuant to the applicable net energy metering tariff:

- (i) The electricity generated by the Renewable Electrical Generation Facility (REGF) and exported to the grid shall be allocated to each of the aggregated meters in proportion to the electrical load served by those meters, and
- (ii) Customer-Generator shall remit the associated service charges to PG&E for its cost of providing billing service to those meters (one-time setup charge of \$25 per meter, no more than \$500, and an ongoing monthly charge of \$5 per meter, all billed on the generator account), and
- (iii) Customer-Generator shall permanently be ineligible to receive AB 920 Net Surplus electricity Compensation (NSC), and PG&E shall retain any kilowatt-hours (kWh) in excess of the eligible Customer-Generator’s electrical load as determined for each aggregated meter individually. However, if an Aggregated Account that is not a Generating Account is separated from the Arrangement, and subsequently qualifies for a net energy metering program, it may be eligible for NSC.

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Net Energy Metering Aggregation Sizing Affidavit

For Net Energy Metering projects, the REGF size should be “intended primarily to offset part or all of the customer’s own electrical requirements.”² For NEM or NEM2, not including Load Aggregation, this means that the annual kilowatt-hours (kWh) produced by the REGF (e.g. solar system) should not exceed the kWh of annual usage associated with the PG&E meter at the Point of Interconnection. Annual usage is determined by referencing the previous 12 months of usage records for the meter, plus any additional kWh representing future additional usage.

For Load Aggregation, under NEM Aggregation (NEM2A), the REGF should be sized to produce no greater than the total annual kWh of all the aggregated meters within your Arrangement, plus any additional kWh representing future additional usage. The sizing determination should be based on recent annual usage of all the load accounts in the Arrangement plus additional usage for the Arrangement³ As stated above in (iii), NEM2A REGFs are not eligible for NSC. At the time of true-up, any Net Surplus

¹ Customers either requesting to take service on or are already taking service on Schedules NEM and NEM2 must complete this Appendix to apply for Load Aggregation or make changes to their existing Load Aggregation Arrangement. See the special condition titled “Load Aggregation” in the applicable net energy metering tariff.

² Per State Public Utilities Code Section 2827(a)(4)(A)

³ The Arrangement is defined as the aggregated (or “benefitting”) accounts and the single generating account loads, which may or may not have load.

Electricity⁴ that was produced by the REGF that was not attributed to an Aggregated Accounts (benefitting load accounts) within the Arrangement would not be compensated.

What size system do I need?

Some factors to consider when sizing your system are your project budget, return on investment expectations, current and future energy needs, and the location and amount of your property dedicated to the system.

To find additional resources, please visit <https://pge.wattplan.com/>

⁴ **Net Surplus Electricity** - (defined as all electricity generated by an eligible customer measured in kilowatt-hours over a Relevant Period – as defined in Special Condition 2.h of the NEM2 tariff – that exceeds the amount of electricity consumed by that eligible customer)

Completing this Appendix

This Load Aggregation appendix is composed of three sections where Applicants should complete the applicable Worksheet located in either Section I or II and sign the Customer-Generator Declaration (Section III). Please read through this entire Appendix (confirming your eligibility and request), complete the associated Worksheet on the following pages, and sign the Customer-Generator Declaration.

Sections (Identifying Your Request)

I. New Load Aggregation Requests Worksheet

- All new load aggregation requests and requests that do not meet the definition of either Conversion, Rearrangement or Change Party (as defined below) must complete the table in Section I
- All accounts in the Arrangement must be included in this table with the requested information. As described in the Net Energy Metering Aggregation Sizing Affidavit section above, customers with insufficient recent annual usage may include their estimated proposed future load in the “Annual kWh Load” column.
- If you are also requesting a new service for the Generator⁵, check the box below:
 - Yes, I am requesting a new service for the Generator

II. Rearrangement/Change Party Requests Worksheet

- Load aggregation requests that meet the criteria included in Section II and are requesting to do a Rearrangement or Change Party should only complete the table in Section II
- Rearrangement/Change Party requests are defined as follows:
 - i. **Conversion Requests:** A request by an existing NEM customer to enter into a Load Aggregation arrangement for the previously approved REGF. The REGF must not have been modified since the Permission to Operate was issued. The new Load Aggregation arrangement must have at least two load accounts.
 - ii. **Rearrangement Requests:** A request by the same customer of record to modify the aggregated accounts in an approved Load Aggregation arrangement (i.e. add and/or remove aggregated accounts). The new Load Aggregation arrangement must have at least two load accounts.
 - iii. **Change Party Requests:** A request to take over the generator account and at least two load accounts from the previously approved Load Aggregation arrangement. The request can only be made after the new owner has started service as the new customer of record for the applicable electric services (i.e. the services are in the new customer’s name). For assistance with this request, contact the Solar Customer Service Center at 877-743-4112.

⁵ For Load Aggregation arrangements requesting an additional service for Generator, subject to all other applicable rules, an additional service may be allowed for the Generating Account if it has no load other than that associated directly with the Renewable Electric Generation Facility. However, a customer may not subsequently add load to that additional service, and if the Renewable Electrical Generation Facility is removed, the additional service, may not be converted to a load account. Note: there must be at least two load accounts to be eligible for Load Aggregation.

Section I: New Load Aggregation Requests Worksheet (If Applicable)

Table 1: Load Information						
ACCOUNT ⁶	PARCEL NUMBER	ACCOUNT NAME ^{7 8}	SERVICE ADDRESS (Street, City, Zip Code – no P.O. boxes) ²	ELECTRIC SERVICE AGREEMENT NUMBER ²	ELECTRIC METER NUMBER ²	ESTIMATED ANNUAL KWH LOAD ⁹
SAMPLE 1 (New Service)	000-000-000	New	123 AG ST, Anywhere, 00000	New	New	5000
SAMPLE 2	111-111-111	John Doe	123 House ST, Anywhere, 00000	1111111112	2222222222	7000
REGF Load						
Load Acct 1						
Load Acct 2						
Load Acct 3						
Load Acct 4						
Load Acct 5						
Load Acct 6						
Load Acct 7						
Load Acct 8						
Load Acct 9						
Load Acct 10						
Total Estimated Annual kWh Load (100%) *						
<small>*Sum of all Annual KWH Load cells above</small>						

⁶ When required by an existing tariff (e.g. Schedule NEM2), any load aggregation account not on a Time-of-Use (TOU) rate at the time of Permission to Operate will be defaulted to an applicable TOU rate.

⁷ If this is a new account, enter NEW in this column,

⁸ As listed on your most recent Energy Statement

⁹ Provide the previous twelve (12) months of the current customer's recent annual usage (from the date of signature). The "previous 12 months" requirement has two exceptions: (1) Standard NEM (SNEM) projects who were sized appropriately at the time of PTO who later convert to SNEMA without increasing the generator size and (2) first-time (i.e. no previous PTO issued for the generator) SNEM Aggregation requests who have sufficient load at the time of application submittal. In the case of proposed future load and/or load that you may have recently added, place the sum (total annual kWh) of your current annual usage and your proposed annual usage increase as one value. When including proposed future load for a Load Account, all columns for that entry must have a value. If there is no load or proposed future load, place zero.

Table 1.2: Comparison of Aggregated Load kWh to Estimated Annual kWh Production		
Estimate of Total Aggregated Load	100% of Total Estimated Annual kWh Load* *Use value from "Total Estimated Annual kWh Load (100%)" from table 1.1 above.	
Estimate of Total Annual kWh Production	Solar = CEC-AC ¹⁰ rating X 1500 ¹¹ Wind = Total Inverter Nameplate Rating X 2,190 ¹² Other Technologies = Total Inverter Nameplate Rating X 7,008 ¹³	
kWh production greater than load?	Yes : If "Estimate of Total Annual kWh Production" is greater than "Estimate of Total Aggregated Load" = Yes. Applicant must downsize REGF kW. No: If "Estimate of Total Annual kWh Production" is less than "Estimate of Total Aggregated Load" = No. Project meets sizing to load limitation.	

¹⁰ CEC-AC (kW) = California Energy Commission Alternating Current, refers to inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

¹¹ Estimated Solar Production = 8,760 hrs/yr X 0.172 solar capacity factor = 1500

¹² Estimated Wind Production = 8,760 hrs/yr X 0.25 wind capacity factor = 2,190

¹³ Estimated Other Technologies = 8,760 hrs/yr X 0.80 other technologies capacity factor = 7,008

LOAD AGGREGATION APPENDIX

Section II: Rearrangement/Change Party Requests Worksheet (If Applicable)

Applicability

The Rearrangement/Change Party table below should only be completed in lieu of the table under Section I above if:

1. Your request complies with the definition of Rearrangement or Change Party (as described above),
2. You are submitting either a Rearrangement or Change Party Request, AND
3. The size of the generating facility connected to the Generator Account is not increasing¹⁴

Reminders

1. The new Load Aggregation arrangement must continue to meet all of the requirements specified in the Customer-Declaration section below to be approved.
2. As described earlier in this Appendix, overgeneration should be avoided.

Table 2.1: Conversion/Rearrangement/Change Party Requests Worksheet (If Applicable)					
ACCOUNT ¹⁵	PARCEL NUMBER	ACCOUNT NAME ^{16 17}	SERVICE ADDRESS (Street, City, Zip Code – no P.O. boxes) ²	ELECTRIC SERVICE AGREEMENT NUMBER ²	ELECTRIC METER NUMBER ²
SAMPLE 1	000-000-000	New	123 House ST, Anywhere, 00000	New	New
SAMPLE 2	111-111-111	John Doe	123 House ST, Anywhere, 00000	1111111112	2222222222
Generator					
Load Acct 1					
Load Acct 2					
Load Acct 3					
Load Acct 4					
Load Acct 5					
Load Acct 6					
Load Acct 7					
Load Acct 8					

(Use more sheets as necessary. Do not restate the Generator Account on additional sheets.) Page: ___ of ___

Section III: Customer-Generator Declaration

I, Customer-Generator, represent and warrant under penalty of perjury that:

¹⁴ If the system size is increasing, you are ineligible to submit either a Rearrangement or Change Party request and must instead complete the table in Section I. Note: Any modifications to the generating facility connected to the Generator Account must submit a new interconnection application online.

¹⁵ When required by an existing tariff (e.g. Schedule NEM2), any load aggregation account not on a Time-of-Use (TOU) rate at the time of Permission to Operate will be defaulted to an applicable TOU rate.

¹⁶ If this is a new account, enter NEW in this column,

¹⁷ As listed on your most recent Energy Statement

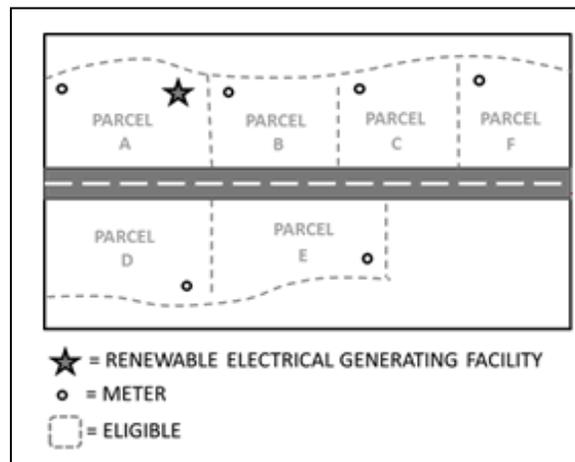
LOAD AGGREGATION APPENDIX

1) I have received and read this Appendix in its entirety, understand the importance of properly sizing the net energy metering generator, and agree to remit all charges associated with being billed on Load Aggregation; and

2) 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 within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and

3) All of the aggregated account meters associated with this generator account are located either on the property where the electrical generation facility is located or 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 on the right (for illustrative purposes only.)



4) I agree to notify PG&E if there is any change of status that makes any of the meters listed in this Appendix ineligible for Load Aggregation to ensure that only eligible meters are participating; PG&E will require an updated version of this Load Aggregation Appendix form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Load Aggregation including, but not limited to, parcel maps and ownership records.

Customer Generator's Name

Signature

Date

Print Name and title of signee, applicable if customer is a Company (e.g. John Doe, Manager)



ELECTRIC SAMPLE FORM NO. 79-978

Sheet 1

Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of
1,000 Kilowatts or Less,
Other Than Facilities of 30 Kilowatts or Less

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

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

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

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

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

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

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

Name: _____

Address: _____

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

City/Zip Code: _____

2.5 Interconnected Equipment:

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

	Type of Generator (Solar / Wind / Hybrid)	Generator Rating (watts)	Manufacturer of Inverter used with Generator (if Applicable)	Inverter Model Number (if Applicable)	Inverter Rating (watts) ² (if Applicable)
1					
2					

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

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

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

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

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

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>)

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

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

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

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application³ no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

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

³ A complete application consists all of the following without deficiencies:

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

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

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

4. CUSTOMER BILLING AND PAYMENT

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

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

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

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

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

6. GENERATING FACILITY REQUIREMENTS

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

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

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

7. INTERCONNECTION FACILITIES



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

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

8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

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

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

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

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6 and is not self-insured under Section 9.3, the following insurance shall apply:

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



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

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

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

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

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

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



**INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF SOLAR OR WIND
ELECTRIC GENERATING FACILITIES OF 1,000
KW OR LESS, OTHER THAN FACILITIES OF
30 KW OR LESS**

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

11. NOTICES

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

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

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (____) _____

FAX: (____) _____

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

12. REVIEW OF RECORDS AND DATA

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

13. ASSIGNMENT

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

14. NON-WAIVER

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

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

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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

18. SIGNATURES

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

CUSTOMER-GENERATOR'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Manager,
Generation Interconnection Services

Date: _____

Date: _____



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF SOLAR OR WIND
ELECTRIC GENERATING FACILITIES OF 1,000
KW OR LESS, OTHER THAN FACILITIES OF
30 KW OR LESS

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF SOLAR OR WIND
ELECTRIC GENERATING FACILITIES OF 1,000
KW OR LESS, OTHER THAN FACILITIES OF
30 KW OR LESS

APPENDIX B
(If Applicable)

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



Electric Sample Form No. 79-978-02

Sheet 1

Interconnection Agreement for Net Energy Metering (NEM2) of Solar or
Wind Electric Generating Facilities of 1,000 Kilowatts or Less, Other than Facilities of 30 Kilowatts or
Less

**Please Refer to Attached
Sample Form**



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

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

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E’s website at <http://www.pge.com/gen>.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _____.
- 2.8 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

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

(Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>.)

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

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

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

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

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

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

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

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

3. DOCUMENTS INCLUDED AND DEFINED TERMS

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

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

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

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

4. CUSTOMER BILLING AND PAYMENT

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

5. TERM AND TERMINATION

- 5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

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

- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities, Other Than Facilities of 30 KW or Less* (Form 79-978-02); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

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

9. INSURANCE

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

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

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

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

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6 and is not self-insured under Section 9.3, the following insurance shall apply:

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

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- (a) Add PG&E as an additional insured;
 - (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
 - (c) Contain a severability of interest clause or cross-liability clause.
- 9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.
- 9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

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

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

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

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

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

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

first class mail, postage prepaid, to the person specified below:

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

If to Customer-Generator:

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

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
- 11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

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

13. ASSIGNMENT

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

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

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

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

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

17. ENTIRE AGREEMENT

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



INTERCONNECTION AGREEMENT FOR NET ENERGY
METERING (NEM2) OF SOLAR OR WIND ELECTRIC
GENERATING FACILITIES, OTHER THAN FACILITIES
OF 30 KW OR LESS

18. SIGNATURES

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

	PACIFIC GAS AND ELECTRIC COMPANY
_____ <i>(Customer Generator's Name)</i>	_____
_____ <i>(Signature)</i>	_____ <i>(Signature)</i>
_____ <i>(Print Name)</i>	_____ <i>(Print Name)</i>
_____ <i>(Title)</i>	_____ <i>(Title)</i>
_____ <i>(Date)</i>	_____ <i>(Date)</i>

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

APPENDIX B (If Applicable)

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

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

Appendix C

NEM LOAD AGGREGATION APPENDIX

(If Applicable)

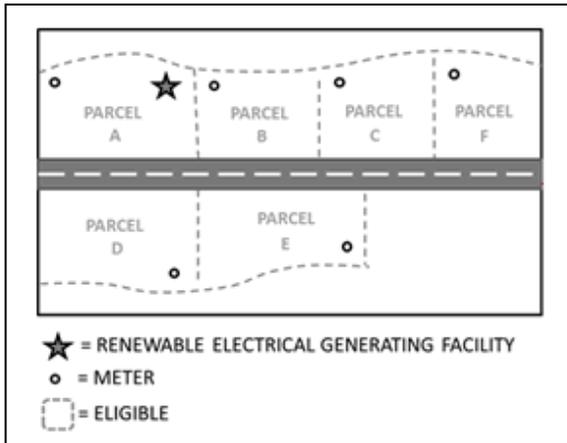
Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

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

- 1) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and
- 2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



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

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

_____ *Customer Generator's Name*

_____ *Signature*

_____ *Date*

_____ *Type/Print Name*

_____ *Title*



**ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE**

Sheet 13

SPECIAL
CONDITIONS:
(Cont'd.)

3. INTERCONNECTION: (Cont'd.)

For Load Aggregation, a completed and signed "NEM Load Aggregation Appendix" (Form 79-1202) must be submitted together with the appropriate NEM interconnection agreement listed above. (L)

The eligible customer-generator must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability.

For Load Aggregation Arrangements Requesting an additional service for Generator – Subject to all other applicable rules, an additional service may be allowed for the Generating Account if it has no load other than that associated directly with the Renewable Electric Generation Facility. However, a customer may not subsequently add load to that additional service, and if the Renewable Electrical Generation Facility is removed, the additional service, may not be converted to a load account.

(Continued)

Advice 5634-E-A
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted Effective Resolution
July 10, 2020



**ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE**

Sheet 21

SPECIAL
CONDITIONS:
(Cont'd.)

6. Re-Inspection

Pursuant to Public Utilities Code Section 2827(c)(2), any customer with an existing electrical generating facility and meter who enters into a new net energy metering contract (for example, Sample Form 79-978, *Interconnection Agreement for Net Energy Metering of Solar and Wind Electric Generating Facilities of 1,000 Kilowatts or Less, other than Facilities of 30 Kilowatts or Less*) shall complete and submit a copy of form 79-1125 – *NEM / NEMV / NEMVMASH Inspection Report* to PG&E, unless the electrical generating facility and meter have been installed or inspected within the previous three years. The *NEM Inspection Report* shall be prepared by a California licensed contractor who is not the owner or operator of the facility and meter. A California licensed electrician shall perform the inspection of the electrical portion of the facility and meter and sign the *NEM / NEMV / NEMVMASH Inspection Report*. If an inspection is required, the customer shall submit the fully completed *NEM / NEMV / NEMVMASH Inspection Report* to PG&E within 90 days of the customer becoming the customer of record at this account, or else the customer agrees to disconnect their Generating Facility and inform PG&E it no longer will take service on schedule NEM, NEMV or NEMVMASH. By signing the interconnection agreement, the *NEM / NEMV / NEMVMASH Inspection Report* shall be incorporated into it.

7. Load Aggregation

Load Aggregation is available to an eligible customer-generator, except for an Armed Service customer-generator pursuant to Special Condition 9, that has load served by multiple meters ("**Aggregated Accounts**") located on the property where the Renewable Electrical Generation Facility ("**Generating Account**") is located and on property adjacent or contiguous to the property on which the Renewable Electrical Generation Facility is located, only if those properties are solely owned, leased, or rented by the eligible customer-generator, subject to the terms of this Special Condition and elsewhere in this tariff. All of the Aggregated Accounts, including a single Generating Account, that are billed together under this Special Condition are referred to as an **Arrangement**. Customer-generators are eligible to participate in Load Aggregation provided that all meters in a Load Aggregation Arrangement are located (i) on the property where the renewable electrical generation facility is located, or (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator, as verified in Form 79-1202. For purposes of determining parcel contiguity under this provision, "public thoroughfare" will include a canal, railroad track or transmission right-of-way, when these features are isolated on third party owned property. When a third party owned easement is located on a NEMA customer-generator's property, there is no impairment to parcel contiguity. In addition, an irrevocable easement granting sole use and control to the NEM customer-generator for an entire parcel can be used to establish contiguity. Otherwise, a customer-generator's easement on a third party owned parcel will not be sufficient to establish parcel contiguity for NEMA.

(T)

(Continued)



**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 14

SPECIAL
CONDITIONS:
(Cont'd.)

3. INTERCONNECTION: (Cont'd.)

Rate Option	Application	Interconnection Agreement
NEM2, NEM2EXP, NEM2A ,or NEM2MT > 1,000 kW	<i>Generating Facility Interconnection Application (Form 79-1174-02)</i>	<i>Rule 21 Generator Interconnection Agreement for New Energy Metering (NEM-2) Generating Facilities Greater than 1,000 Kilowatts Interconnecting Under the Fast Track Process (Form 79-1144-02)</i> <i>Rule 21 Generator Interconnection Agreement (GIA) for Net Energy Metering (NEM2) Generating Facilities Greater than 1,000 Kilowatts Interconnecting Under the Independent Study, Distribution Study, or Transmission Cluster Process (Form 79-1161-02)</i>
NEM2MT	For customer-generators \leq 1 MW taking service as a Multiple Tariff Facility under Special Condition 4 of this tariff: <i>Generating Facility Interconnection Application (Form 79-1174-02)</i>	<i>Generating Facility Interconnection Agreement (NEM2MT - Multiple Tariff) (Form 79-1069-02)</i>
NEM2A	NEM2 Load Aggregation \leq 1 MW Along with the applicable interconnection form above, also submit: <i>NEM2 Load Aggregation Appendix (Form 79-1202)</i>	(T)
NEM2CDCR	See Special Condition 7	

(Continued)



**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 15

SPECIAL
CONDITIONS:
(Cont'd.)

3. INTERCONNECTION: (Cont'd.)

For Load Aggregation, a completed and signed "NEM Load Aggregation Appendix" (Form 79-1202) must be submitted together with the appropriate NEM interconnection agreement listed above. (T)

The eligible customer-generator must meet all applicable safety, and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability.

In order to promote the safety and reliability of the customer REGF, the applicant is required to verify as a part of each interconnection request for this tariff, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and other equipment, as determined by PG&E, should be verified by the customer as having safety certification from a nationally recognized testing laboratory.

Applicant is required to verify as a part of each interconnection request for this tariff, that (i) a warranty of at least 10 years, or (ii) a 10-year service warranty or executed "agreement" ensuring proper maintenance and continued system performance has been provided on all equipment and on its installation.

For Load Aggregation Arrangements Requesting an additional service for Generator – Subject to all other applicable rules, an additional service may be allowed for the Generating Account if it has no load other than that associated directly with the REGF. However, a customer may not subsequently add load to that additional service, and if the REGF is removed, the additional service, may not be converted to a load account.

Customers on this tariff must pay for the interconnection of their REGF as provided in Electric Rule 21, including an application fee. This application fee must be paid through PG&E's online application portal in order to complete the application, unless otherwise directed by PG&E. For application fees for Customers impacted by a Natural or Man-Made Disasters*, see Special Condition 10.

For the purposes of the NEM2, NEM2V, and NEM2VMSH tariffs, the rating of the generating facility, for the purposes of comparing its size relative to the 1 megawatt (MW) limit, will be determined based on:

- (a) For each PV generator, the California Energy Commission's (CEC) AC rating;
- (b) For each inverter based generator, the gross nameplate rating of the inverter; or
- (c) For each non-inverter based generator, the generator gross nameplate.

* Natural or man-made disasters includes such events as a fire, earthquake, flood, or severe storms.

(Continued)



**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 23

SPECIAL
CONDITIONS:
(Cont'd.)

6. LOAD AGGREGATION – NEM2A:

- a. Load Aggregation is available to an eligible customer-generator, that has load served by multiple meters (“Aggregated Accounts”) located on the property where the REGF (“Generating Account”) is located and on property adjacent or contiguous to the property on which the REGF is located, only if those properties are solely owned, leased, or rented by the eligible customer-generator, subject to the terms of this Special Condition and elsewhere in this tariff. All of the Aggregated Accounts, including a single Generating Account, that are billed together under this Special Condition are referred to as an Arrangement. Customer-generators are eligible to participate in Load Aggregation provided that all meters in a Load Aggregation Arrangement are located (i) on the property where the REGF is located, or (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator, as verified in Form 79-1202. For purposes of determining parcel contiguity under this provision, “public thoroughfare” will include a canal, railroad track or transmission right-of-way, when these features are isolated on third party owned property. When a third party owned easement is located on a NEM2A customer-generator’s property, there is no impairment to parcel contiguity. In addition, an irrevocable easement granting sole use and control to the NEM2 customer-generator for an entire parcel can be used to establish contiguity. Otherwise, a customer-generator’s easement on a third party owned parcel will not be sufficient to establish parcel contiguity for NEM2A.

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(Continued)

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Vice President, Regulatory Affairs

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ELECTRIC RULE NO. 21
GENERATING FACILITY INTERCONNECTIONS

Sheet 260

Appendix A (Cont'd.) Forms Associated with Rule 21 Generating Facility Interconnections			
Form Number	Title	Associated Tariffs	Use Guidance
Other NEM and Non-Export Forms (Cont'd.)			
79-1130	Request to Opt-out of / Opt-in to Compensation for Surplus Electricity	NEM	AB 920- Opt not to receive compensation for net annual excess energy
79-1202 ****	Load Aggregation Appendix	NEM, NEM2, Rule 21	Use as an Appendix with Form 79-1151A, 79-1151A-02, 79-978, 79-978-02, 79-1137, 79-1137-02, 79-1069 or 79-1069-02
79-1155	Schedules NEM, NEMV, NEMVMASH, Net Surplus Electricity (NSE) Renewable Energy Credits Compensation	NEM, Rule 21	
79-1155-02	Schedules NEM2, NEM2V, NEM2VMASH, Net Surplus Electricity (NSE) Renewable Energy Credits Compensation	NEM2 NEM2V NEM2VMASH, Rule 21	
79-1174	Rule 21 Generator Interconnection Application	NEM (NEMEXP, NEMMT and NEMA), NEMFC, NEMV, NEMVMASH, RES-BCT, Rule 21	Rule 21 customer interconnection application form for expanded net-energy metered (all NEM > 30 kw and all non-Solar/Wind NEM), NEMFC, NEMV, NEMVMASH, RES-BCT, and non-export and limited export Rule 21 generation. (Standard NEM for solar and/or wind ≤ 30 kw will continue to use the 79-1151B application.)
79-1174-02	Rule 21 Generator Interconnection Application	NEM2 (NEM2EXP, NEM2MT and NEM2A), NEMFC, NEM2V, NEM2VMASH, RES-BCT, Rule 21	Rule 21 customer interconnection application form for expanded net-energy metered (all NEM2 > 30 kw and all non-Solar/Wind NEM), NEMFC, NEM2V, NEM2VMASH, RES-BCT, and non-export and limited export Rule 21 generation. (Standard NEM for solar and/or wind ≤ 30 kw will continue to use the 79-1151B application.)

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Attachment 2

Redlined Tariffs



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer’s Generating Facility and loads are interconnected with

PACIFIC GAS AND ELECTRIC COMPANY
GENERATING FACILITY INTERCONNECTION AGREEMENT
(MULTIPLE TARIFF)

PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Table with 2 columns and 8 rows listing generating facility types and their kW ratings.

2.6.2 Non-Eligible Generator(s): _____ kW

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

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

2.7.1 Eligible Generator(s):

Table with 2 columns and 8 rows listing eligible generating facility types and their kW ratings.

2.7.2 Non-Eligible Generator(s): _____ kW

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

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

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

Table with 2 columns and 10 rows listing various generating technologies (biomass, solar thermal, photovoltaic, wind, geothermal, fuel cell, small hydroelectric generation, fuel cell (under NEMFC), digester gas, municipal solid waste, landfill gas, ocean wave, ocean thermal, tidal current, biogas digester (under NEMBIO), other technology) and their compliance status (are met / are not met) with checkboxes.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

4. TERM AND TERMINATION

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

(e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.

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

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

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

5.1 Except for that energy delivered to PG&E's Distribution System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.

5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.

5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.

5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).

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

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

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

(Solar i) Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: -

-<https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists><http://www.gosolarcalifornia.org/equipment/inverters.php>.)



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

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

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

~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

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

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

~~(c) -the Producer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or~~

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

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

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

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

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

6. INTERCONNECTION FACILITIES

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

twenty (20) kW and less than or equal to one hundred (100) kW; and

- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

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

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
(a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
(b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
8.7 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

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

9. NOTICES

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

If to PG&E:

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

If to Customer-Generator:

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

If to PG&E:



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

~~[Contact information to be supplied]~~

~~If to Producer: _____~~

~~[Contact information to be supplied]~~

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

10. REVIEW OF RECORDS AND DATA

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

11. ASSIGNMENT

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

12. NON-WAIVER

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

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

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

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

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

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

16. SIGNATURES

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

PACIFIC GAS AND ELECTRIC COMPANY

Signature lines for Pacific Gas and Electric Company, including fields for Company Name, Signature, Print Name, Title, and Date.

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

APPENDIX A

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

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

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

APPENDIX B

RULES “2” AND “21”

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



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

APPENDIX C (If Applicable)

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

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

APPENDIX D (When applicable)

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

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

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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

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

APPENDIX G (When applicable)

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

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

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

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

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

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Appendix H

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

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

Circle Type of Renewable Electrical Generation Facility:

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

NEM Customer-Generator (Customer) declares that

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

² The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>
<http://www.energy.ca.gov/renewables/documents/index.html#rps>

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

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

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

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

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

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



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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF)

Appendix I

APPENDIX I (If Applicable)

OPERATING REQUIREMENTS FOR ENERGY STORAGE DEVICE(S)

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

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).

- To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY AND DESCRIPTION OF PRODUCER’S GENERATING FACILITY

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 Eligible Generator(s):

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

2.5.2 Non-Eligible Generator(s): _____ kW

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

2.6 The Net Nameplate Rating of the Generating Facility is:



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

2.6.1 Eligible Renewable Electrical Generation Facility Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.6.2 Non-Eligible Generator(s): _____ kW

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

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

2.7.1 Eligible Generator(s):

biomass _____ kW	digester gas _____ kW
solar thermal _____ kW	municipal solid waste _____ kW
photovoltaic _____ kW	landfill gas _____ kW
wind _____ kW	ocean wave _____ kW
geothermal _____ kW	ocean thermal _____ kW
fuel cell _____ kW	tidal current _____ kW
small hydroelectric generation _____ kW	Storage/Batteries (NEM eligible only) _____ amp hours _____ inverter kW

2.7.2 Non-Eligible Generator(s): _____ kW



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

3. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement, or
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Electric System is closed or terminated, or
 - (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.
- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the California Public Utilities Commission "Commission," or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed to in writing by the Parties, Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
 - (e) Producer makes a change to the physical configuration of the Generating Facility, as declared in Section 2 and Appendix A of this Agreement.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY AND OPERATING REQUIREMENTS

- 5.1 Except for that energy delivered to PG&E's Electric System, electric energy produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.
- 5.2 Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to purchase, transmit, distribute, or store the electrical energy produced by Producer's Generating Facility.
- 5.3 Producer is responsible for operating the Generating Facility in compliance with all of PG&E's tariffs, including but not limited to PG&E's Rule 21 and applicable NEM-2 tariff schedules, and applicable safety and performance standards established by the National Electric Code, Institute of Electrical and Electronic Engineers, accredited testing laboratories such as Underwriters Laboratories, rules of the Commission regarding safety and reliability, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.4 Producer shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.3, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Producer shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Producer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Producer's Generating Facility.
- 5.5 Producer shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided per the timelines established by the applicable PUC 2827 section, or by Rule 21. Such approval will be provided after PG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 79-1174-02),



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

including all supporting documents and payments as described in the Application; (2) any required NEM supplemental application forms; (3) a signed and completed Generating Facility Interconnection Agreement (Multiple Tariff NEM2MT) (Form 79-1069-02); (4) a copy of the Producer's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility; and (5) submission of all applicable payments for reviews, studies, Interconnection Facilities, and Electric System Modifications. Such approval will not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Producer shall notify PG&E at least five (5) business days prior to the initial testing.

- 5.6 In no event shall the delivery of the maximum electric power to PG&E's Electric System exceed the amount or other limitations specified in Section 2 and Appendix A of this Agreement. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in this Agreement, PG&E may require Producer to disconnect its Generating Facility from PG&E's Electric System until Producer demonstrates to PG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to PG&E. Further, should PG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting PG&E's ability to utilize its Electric System in any manner, even if Producer's deliveries of electric power to PG&E's Electric System are within the limitations specified in this Agreement, PG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to PG&E's Electric System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to PG&E's Electric System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and PG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 5.7 Producer shall not deliver reactive power to PG&E's Electric System unless the Parties have agreed otherwise in writing.
- 5.8 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with PG&E's Electric System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.9 If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration (Cogeneration Requirements)), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements, per Appendix D of this Agreement.



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

- 5.10 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for a NEM and/or NEM2 Generating Facility, that all major solar system components (if any) are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.11 Producer certifies as a part of each interconnection request for a NEM and/or NEM2 Eligible Generating Facility that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed “agreement” has been provided ensuring proper maintenance and continued system performance.
- 5.12 Producers on this tariff must pay for the interconnection of their NEM2 Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.
- 5.13 If Producer’s Generating Facility includes any energy storage device(s), Distribution Provider may provide requirements that must be met by the Producer prior to initiating Parallel Operation with PG&E’s Distribution System and throughout the term of this Agreement, including but not limited to the requirements set forth in Appendix I of this Agreement.
- 5.14 Smart Inverters
- For Producer applications received on or after September 9, 2017, the Producer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.
- Distribution Provider may require a field verification of the Producer’s inverter. Producer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Producer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Producer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.
- (Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists><http://www.gosolarcalifornia.org/equipment/inverters.php>.)
- Verification of compliance with such requirements shall be provided by the



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

Producer upon request by PG&E in accordance with PG&E's Electric Rule 21.

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

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

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

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

6. INTERCONNECTION FACILITIES

- 6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.
- 6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 6.3 If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for

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

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



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the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

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

7. LIMITATION OF LIABILITY

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

8. INSURANCE

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

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

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

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

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

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

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

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in



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person or sent by first class mail, postage prepaid, to the address specified below:

If to PG&E:

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

If to Customer-Generator~~Producer~~:

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

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

10. REVIEW OF RECORDS AND DATA

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

11. ASSIGNMENT

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

12. NON-WAIVER

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

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

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

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

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

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

14. AMENDMENT AND MODIFICATION

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

15. ENTIRE AGREEMENT

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



GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

16. SIGNATURES

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

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



**GENERATING FACILITY
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Appendix A**

APPENDIX A

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

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

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

APPENDIX B

RULES “2” AND “21”

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



*Pacific Gas and
Electric Company*[®]

**GENERATING FACILITY
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Appendix C

APPENDIX C (If Applicable)

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

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

APPENDIX D (When applicable)

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

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

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

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

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

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

APPENDIX E (When applicable)

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

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

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

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

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

GENERATING FACILITY INTERCONNECTION AGREEMENT (MULTIPLE TARIFF NEM2MT)

Appendix F

APPENDIX F (When applicable)

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

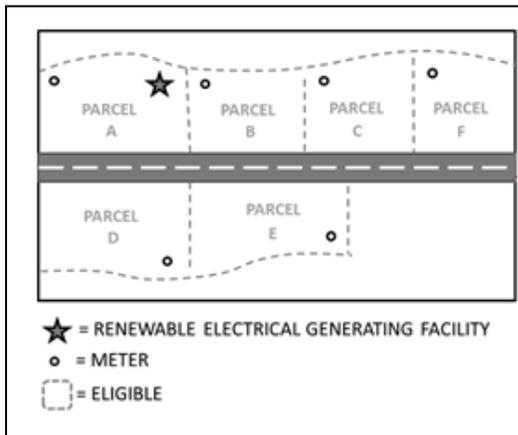
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and

~~The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and~~

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

- (i) on the property where the renewable electrical generation facility is located, or
- (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



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

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature



**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix F**

Date

Type/Print Name

Title

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix G**

APPENDIX G (When applicable)

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

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

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

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

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

**GENERATING FACILITY
INTERCONNECTION AGREEMENT
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Appendix H**

Appendix H

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

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

Check Type of Renewable Electrical Generation Facility:

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

NEM2 Customer-Generator (Customer) declares that

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

² The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>
<http://www.energy.ca.gov/renewables/documents/index.html#rps>

**GENERATING FACILITY
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Appendix H**

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

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

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

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

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



**GENERATING FACILITY
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Appendix H**

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

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

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

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

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

APPENDIX I
(If Applicable)

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

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

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

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

And during the hours of _____

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

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

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

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

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



**GENERATING FACILITY
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Appendix I**

Calendar Days of the written request.

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



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Appendix J**

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

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

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

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

Specifically, I will be responsible for the following:

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

(Company Name)

(Signature)

(Title)

(Print Name)

(Date)



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

This *Interconnection Agreement for Net Energy Metering for a Renewable Electrical Generation Facility of 1,000 kW or Less, Except Solar Or Wind* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM (if this is a NEM Solar or Wind Generating Facility, please use form 79-978) (Generating Facility) in parallel with PG&E’s Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator’s Generating Facility. Customer-Generator’s Generating Facility is intended primarily to offset part or all of the Customer-Generator’s own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E’s electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator’s Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

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

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

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

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

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

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E’s website at <http://www.pge.com/gen>.

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- 2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.
- 2.6 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.
- 2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.
- 2.9 The expected annual energy production of the Generating Facility is _____ kWh.

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

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~ meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or
- (d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

² A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments, (continued next page)
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of PG&E’s Agreement for Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527), if applicable (Formed by the Parties).
- Appendix C Schedule NEM / NEMV Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.
- Appendix D NEM Load Aggregation Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator’s otherwise-applicable rate schedule, available at PG&E’s website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E’s Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company’s electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator’s Generating Facility is interconnected to PG&E is closed or terminated.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

(c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

(b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,

(d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.

5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.

6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a

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completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (Between 30 kW and 1000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6, the following insurance shall apply:



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Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327



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10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____
Address: _____
City: _____
Phone: (_____) _____
FAX: (_____) _____

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.



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12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.



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18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Customer-Generator's Name

Authorized by (Print)

Signature

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Print)

Signature

Title

Date



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APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)



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APPENDIX B
(If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or
Allocation of Special Facilities (Forms 79-255, 79-280, 79-702)
or Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



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Appendix C

SCHEDULE NEM CUSTOMER-GENERATOR WARRANTY THAT IT MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE CALIFORNIA PUBLIC UTILITIES CODE

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM or NEMV interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	

NEM / NEMV Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an "Eligible Customer-Generator" and its Generating Facility.
- (2) (a) meets the requirements of a "Renewable Electrical Generation Facility", as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.³ (Eligibility Requirements).

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

- If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

³ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard><http://www.energy.ca.gov/renewables/documents/index.html#rps>



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If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

- Eligible Customer-Generator warrants that the Renewable Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM or NEMV, Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____



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Date: _____

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Appendix D NEM LOAD AGGREGATION APPENDIX (If Applicable) Customer-Generator Declaration Warranting NEM Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In accordance with Schedule NEM, I, Customer-Generator represent and warrant under penalty of perjury that:

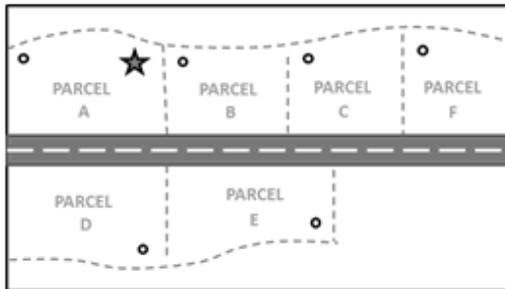
1) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and

~~The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and~~

2) Each of the aggregated account meters associated with this NEM generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



★ = RENEWABLE ELECTRICAL GENERATING FACILITY
○ = METER
□ = ELIGIBLE

For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there

is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM Special Condition 6 including but not limited to parcel maps and ownership records.

Customer Generator's Name

Signature



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING FOR A RENEWABLE
ELECTRICAL GENERATION FACILITY OF
1,000 KW OR LESS, EXCEPT SOLAR OR WIND

Date

Type/Print Name

Title



INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND

This INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND (Agreement) ¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM2 (if this is a NEM Solar or Wind Generating Facility less than 1,000 kWh, please use form 79-978) (Generating Facility) in parallel with PG&E’s Electric System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator’s Generating Facility. Customer-Generator’s Generating Facility is intended primarily to offset part or all of the Customer-Generator’s own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E’s electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator’s Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR’S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components, and a single-line diagram showing the general arrangement of how Customer-Generator’s Generating Facility and loads are interconnected with PG&E’s Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator’s electric service agreement ID number: _____ (Assigned by PG&E).

¹ Additional forms are available on PG&E’s website at <http://www.pge.com/gen>.

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2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement is _____.

2.6 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.7 The Gross Nameplate Rating of the Generating Facility: _____ kW.

2.8 The Net Nameplate Rating of the Generating Facility: _____ kW.

2.9 The expected annual energy production of the Generating Facility is _____ kWh.

2.10 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions: ~~has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,

(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

² A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments, (continued next page)

2. A completed signed Interconnection Agreement,

3. Evidence of the Customer-Generator final inspection clearance from the governmental authority

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(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of *PG&E’s Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work* (62-4527), if applicable (Formed by the Parties).
- Appendix C Schedule NEM2 / NEM2V Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code.
- Appendix D NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator’s otherwise-applicable rate schedule, available at PG&E’s website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E’s Electric Rule 21, Section G.1.m.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company’s electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM2.

5. TERM AND TERMINATION

having jurisdiction over the generating system.

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- 5.1 This Agreement shall become effective as of the last date entered in Section 20 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental

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authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.

- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) FOR A RENEWABLE ELECTRICITY GENERATION FACILITY OF 1,000 KILOWATTS OR LESS, EXCEPT SOLAR OR WIND* (Form 79-1137-02); and (4) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Applicant certifies as a part of each interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually

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incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

9.1 Customer-Generator Facility is required to comply with standards and rules set forth in Section 6 and provide the following for insurance policies in place.

9.2 Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

9.3 The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

9.4 PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.5 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.6 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure



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under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

- 9.7 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy..

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____

Address: _____

City: _____

Phone: (_____) _____

FAX:(_____) _____

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.

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11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. DISPUTES

15.1 Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

16. REVIEW OF RECORDS AND DATA

16.1 Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

16.2 Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds



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17. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 17.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 17.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 17.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 17.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

18. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

19. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

20. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

<i>(Customer-Generator's Name)</i>	PACIFIC GAS AND ELECTRIC COMPANY
<i>(Signature)</i>	<i>(Signature)</i>
<i>(Print Name)</i>	<i>(Print Name)</i>
<i>(Title)</i>	<i>(Title)</i>
<i>(Date)</i>	<i>(Date)</i>

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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)

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APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of
Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to
Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



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Appendix C

**SCHEDULE NEM2 CUSTOMER-GENERATOR WARRANTY THAT IT
MEETS THE REQUIREMENTS FOR AN ELIGIBLE CUSTOMER-
GENERATOR AND IS AN ELIGIBLE RENEWABLE ELECTRICAL
GENERATION FACILITY PURSUANT TO SECTION 2827 OF THE
CALIFORNIA PUBLIC UTILITIES CODE**

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 or NEM2V interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility)

Check Type of Renewable Electrical Generation Facility:

<input type="checkbox"/> biomass	<input type="checkbox"/> geothermal	<input type="checkbox"/> municipal solid waste
<input type="checkbox"/> solar thermal	<input type="checkbox"/> fuel cell	<input type="checkbox"/> landfill gas
<input type="checkbox"/> small hydroelectric generation	<input type="checkbox"/> ocean wave	<input type="checkbox"/> digester gas
<input type="checkbox"/> ocean thermal	<input type="checkbox"/> tidal current	

NEM2 / NEM2V Customer-Generator (Customer) declares that

- (1) it meets the requirements to be an “Eligible Customer-Generator” and its Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.³ (Eligibility Requirements).

Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.

If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electric Generation Facility:

³ The RPS Guidebooks can be found at: <https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard><http://www.energy.ca.gov/renewables/documents/index.html#rps>



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Eligible Customer-Generator warrants that the Renewable Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its sole discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines at its sole judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 or NEM2V, Net Energy Metering Service for Eligible Customer-Generators.

Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2/NEM2V) FOR A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

Appendix D NEM2 LOAD AGGREGATION APPENDIX (If Applicable)

Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

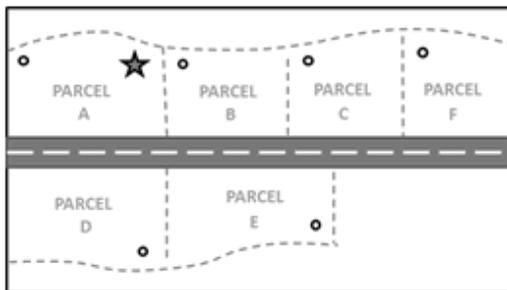
In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

1) ~~The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and The total annual output in kWh of the generator is less than or equal to 110% (for solar and/or wind systems equal to or less than 30 kW) or 100% (for all other technologies and solar and/or wind systems greater than 30 kW) of the annual aggregated electrical load in kWh of the meters associated with the generator account, including the load on the generating account itself (before being offset by the generator); and~~

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

★ = RENEWABLE ELECTRICAL GENERATING FACILITY
○ = METER
□ = ELIGIBLE

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

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



INTERCONNECTION AGREEMENT FOR NET ENERGY
METERING 2 (NEM2/NEM2V) FOR A RENEWABLE
ELECTRICAL GENERATION FACILITY
OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND

Title



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF and participants in the Demand Response Programs below are not eligible to participate in NEM.
 - Peak Day Pricing (PDP)
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation (NEMA) is a program that allows customers with multiple meters to use the renewable energy generated at one meter (up to 1MW) to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

<input type="checkbox"/> Residential	<input type="checkbox"/> Educational
<input type="checkbox"/> Commercial	<input type="checkbox"/> Military
<input type="checkbox"/> Industrial	<input type="checkbox"/> Other Government
<input type="checkbox"/> Non-Profit	

Account Holder Name* (Individual or Company)	Electric Service Agreement ID *	Meter Number*
Service Address*	City*	State Zip*
Customer Phone Number	Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)	

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist)	Contact Phone
---	---------------

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

Company Name	Contact Person
Contact Phone Number	Email

By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit Application Form 79-1151B and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the accompanying Application Form 79-1151B.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) Application Form 79-1151B, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM systems should be sized with an estimated annual production no larger than 1040% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. For customers on a Time-of-Use rate, sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill. For customer who are not on a Time-of-Use rate, you might want to size your system larger (90-95% of your annual load), in order to minimize your electricity bill. Of course, individual circumstances may vary. Customers can obtain their usage data by following the instructions on www.pge.com on the page titled "Access, download, or share usage data." ~~Customers can obtain their usage data from www.pge.com/greenbutton.~~ System sizing eligibility will be reviewed using the criteria below.

B. Generator System Sizing

Generator System Type: Solar Wind Both

Estimated Annual Production:

- Solar Systems > 5 kW (CEC-AC kW) or any system with wind, size is determined below. Please continue to fill out all of Section B.
- The Solar CEC-AC kW calculated from the Application cannot exceed 5% of the CEC-AC kW listed above

	X		
(1) Solar CEC-AC rating ^A	(kW) 1,500664 ^B	=	(kW)
AND/OR (2) Wind Nameplate rating	(kW) X 2,190 ^C	=	(kW)
(3) Total Energy Production	(1) + (2)	=	(kW)

Estimated Annual Energy Usage:

	X		
(4) Recent annual usage	(kWh) X 1.1	=	(kWh)
OR (If 12 months usage not available)	(sq ft) X 3.32 ^D	=	(kWh)
AND (6) I plan to increase my annual usage (kWh) by	(kWh)	=	(kWh)
(7) Total Energy Usage	(2 or 3) + (4)	=	(kWh)

Net Generation:

	(3) – (7)		
(8) Production - Usage	=	(kWh)*	=

*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section J to read the provisions around Net Surplus Compensation (NSC).

^A CEC-AC (kW) = California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000
^B 8,760 hrs/yr x 0.1729 solar capacity factor = 1,500664
^C 8,760 hrs/yr x 0.25 wind capacity factor = 2,190
^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM Account: Select one rate from the category applicable to you. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

Residential Service Rate (Select one):

- E-1 – Non-Time-of-Use
- E-6 – Time-of-Use
- E-7^E – Time-of-Use
- E-8^F – Non-Time-of-Use
- E-9A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- E-9B^F – Time-of-Use for Customers with a separately metered EV recharging station
- EV-A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- EV-B^G – Time-of-Use for Customers with a separately metered EV recharging station
- Other (_____)

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

- | | <u>Primary</u> | <u>Secondary</u> |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> A-1 – Small General Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-6 – Small General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Demand-Metered Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Time-of-use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> B-1 – Small General Service
B-1 – Small General Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> B-6 – Small General Time-of-Use Service
B-6 – Small General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> B-10 – Medium General Time-of-Use Service
B-10 – Medium General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> | <input type="checkbox"/> |

Agricultural Power Service Rate: (Select one rate and rate option):

- | | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> AG-1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| <input type="checkbox"/> AG-R ^F – Split-Week Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-V ^F – Short-Peak Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-4 – Time-of-Use | <input type="checkbox"/> |
| <input type="checkbox"/> AG-5 – Time of Use | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> |

^E E-7, E-8, E-9A, E-9B, AG-R, and AG-V are closed to all new customers and are only available to Customers that are currently on the rate
^F Rates effective August 1, 2013 for Customers with Electric Vehicles. Please visit www.pge.com/electricvehicles for more rate information



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating

Facilities Of 30 Kilowatts Or Less

If your current rate is a closed rate, as identified in Footnote F, and you are now opting to move to a non-closed rate per the Otherwise Applicable Rate Schedule (OAS) for NEM Account, please check the box below acknowledging that you are leaving the closed rate and will not be able to select the closed rate in the future.

I acknowledge and consent to leaving my current rate that is a closed rate



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Part IV – Interconnection Agreement Provisions

A. Purpose

The purpose of this Net Energy Metering (NEM) Application and Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Agreement) is to allow Customer to interconnect with Pacific Gas and Electric Company's (PG&E) Distribution System, subject to the provisions of this Agreement and PG&E's Electric Schedule Net Energy Metering (NEM). Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with PG&E's Distribution System to offset part or all of the Customer's own electrical requirements at this service point. Customer shall comply at all times with this Agreement as well as with all applicable laws, tariffs and requirements of the California Public Utilities Commission (CPUC).

B. Applicability

This Agreement applies to Electric Schedule NEM Customer-Generators (Customer) who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

C. NEM Transition

Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHS_NEM.pdf for more details.

D. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

E. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electrical generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

F. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

G. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

H. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

I. NEM Billing

PG&E installs a "net meter" on a customer's property that measures the net energy, defined as the difference between the amount of electricity supplied by the energy provider and the amount of electricity exported to the grid over the course of a month. The Customer's account is enrolled in the NEM program and put on an annual (12- billing months) true-up cycle.

The meter is read monthly and an amount is calculated based on the net energy recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM billing is available at www.pge.com/nembilling.

J. Net Surplus Compensation (NSC)

NSC payments are made to NEM customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1130.pdf ~~www.pge.com/nscoptout~~ to ~~complete Form 79-1130~~. Participants in NEMA, please see provisions in Form 79-1153.

K. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

L. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

M. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

N. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM.

O. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

P. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM.

Q. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application^G no later than March 31, 2018, or
- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an "existing inverter" certifies it is being replaced with either:

^G A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments,
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

Part IV – Interconnection Agreement Provisions – Continued

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THIS ENTIRE DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY AN EXISTING PG&E CUSTOMER.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at <http://www.pge.com/about/company/privacy/customer>, PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E will accept electronic signatures that are verified by qualified Third Parties such as, Adobe EchoSign, e-SignLive, and DocuSign for this Agreement if the Agreement is completed in its entirety before signing.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM requirements.

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 1

APPLICABILITY: This net energy-metering schedule pursuant to Decision (D.) 16-01-044 is applicable to a customer who takes service on an applicable time-of-use (TOU) rate schedule^{1,2} and who uses a Renewable Electrical Generation Facility (REGF) as defined below that is located on the customer's owned, leased, or rented premises, is interconnected and operates in parallel with PG&E's transmission and distribution systems, and is intended primarily to offset part or all of the customer's own electrical requirements (hereinafter "eligible customer-generator" or "customer"). For a NEM REGF paired with storage, see Special Condition 9. (T)

Notwithstanding the definition of "eligible customer-generator" above, eligible customer generator also includes (i) the California Department of Corrections and Rehabilitation (CDCR) pursuant to Special Condition 7 of this tariff. (D)
(D)
(D)

Subject to the requirements of Special Condition 6, Load Aggregation to determine the customer's own electrical requirements is permitted. Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Electric Service Providers (ESPs) serving eligible customer-generators.

This service is not applicable to a Direct Access (DA) customer where the customer's ESP does not offer a net energy metering tariff. In addition, if the tariffs for the customer's ESP do not permit Load Aggregation, as described in Special Condition 6, this option is not available to the DA customer. In addition, if an eligible customer-generator participates in direct transactions with an ESP that does not provide distribution service for the direct transactions, the ESP, and not PG&E, is obligated to provide net energy metering to the customer.

This rate schedule is available to customers that provide PG&E with:

- (a) a completed, signed Net Energy Metering Application and Interconnection Agreement as described in Special Condition 3 including all supporting documents and required payments; AND
- (b) evidence of the customer's final inspection clearance from the governmental authority having jurisdiction over the REGF,

See Special Condition 8 for NEM2 Grandfathering Provisions. (T)

¹ Customers on Schedules such as ET, ES, and ESR, which have no corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.

² Customers, including those on Load Accounts on NEMA as described in Special Condition 6, switching from Schedule NEM to this NEM2 successor tariff are required to take any applicable TOU rate, beginning at the time the customer switches to the NEM successor tariff, pursuant to D.14-03-041 and D. 16-01-044.

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 2

APPLICABILITY: Customers seeking generator interconnections in portions of San Francisco and Oakland where PG&E has a network grid must contact PG&E about generation export limitations.
(Cont'd.)

A REGF means a generating facility that generates electricity by using:

- a) biomass,
- b) solar thermal,
- c) photovoltaic,
- d) wind,
- e) geothermal,
- f) fuel cells using renewable fuels,
- g) small hydroelectric generation (but a small hydroelectric generation facility is not an eligible REGF if it will cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow),
- h) digester gas,
- i) municipal solid waste conversion,
- j) landfill gas,
- k) ocean wave,
- l) ocean thermal, or
- m) tidal current,

and any additions or enhancements to the facility using that technology pursuant to paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code. These renewable sources are defined in the latest version of the California Energy Commission's (CEC's) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook.¹

(T)

³ The RPS Guidebooks can be found at:
<http://www.energy.ca.gov/renewables/documents/index.html#rps>

(T)

(Continued)

Advice 5501-E-B
Decision 19-01-030

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

November 8, 2019
January 6, 2020

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 3

APPLICABILITY:
(Cont'd.)

Schedule NEM2 applies also to specified net energy metering eligible (NEM2-eligible) generators in a REGF comprised of multiple NEM2- and non-NEM2-eligible generators, served through the same Point of Common Coupling (PCC), where the NEM2-eligible generating capacity sized to customer load and in the case of the CDCR, for CDCR accounts also satisfies Special Condition 7, respectively. Such facilities will be referred to as Multiple Tariff Facilities, and any group of generators within such a facility that is subject to the same tariff provisions for billing and metering purposes will be referred to as a Constituent Generator Group. In order to be eligible for this rate schedule in a Multiple Tariff Facility, the customer-generator must meet all the requirements of Special Condition 4 for the schedule NEM2-eligible generator, and must also meet any other applicable tariffs.

(T)

Due to the complexity of Load Aggregation Arrangements and/or Multiple Tariff Facilities NEM2 generating facilities interconnecting under the provisions of Special Conditions 4 and 6 may require additional review and/or interconnection facilities and other equipment, and may incur interconnection costs, as provided for in electric Rule 21.

All Customers with Renewable Electrical Generation Facilities larger than 1 MW are subject to interconnection, Network and/or Distribution upgrade costs in accordance with Rule 21.

Change of Party for 30 kW or less: A Customer who owns, rents or leases a premises that includes solar and/or wind turbine electrical generating facilities, or a hybrid of both with a capacity of 30kW or less, that were previously approved by PG&E for NEM2 interconnection prior to the Customer moving in and/or taking electric service with PG&E (Change of party Customer) will take service on this tariff (or other appropriate tariffs as determined by the Commission) as long as the requirements of this section are met. To be eligible, the Change of party Customer must: 1) ensure that the generating facility is compliant with all applicable safety and performance standards as delineated in PG&E's Electric Rule 21 and other applicable tariffs; 2) understand that PG&E may from time to time release to the California Energy Commission and/or the California Public Utilities Commission, information regarding the Change of party Customer's facility, including Change of party Customer's name and REGF location, capacity and operational characteristics. Any type of REGF other than a solar and/or wind turbine electrical generating facilities, or a hybrid of both with a capacity of 30kW or less, may at PG&E's request be required to complete and submit to PG&E a new NEM2MT Interconnection Agreement as indicated in Special Condition 3 and/or Affidavit (Appendix C).

Change of party Customers with solar and/or wind turbine electrical generating facilities up to 30 kW making any modification are not eligible for this provision. These generators and solar and/or wind electric generating facilities over 30 kW and all other REGF are not eligible for this provision and must complete the interconnection process in Special Condition 3 of this tariff.

(Continued)

Advice 5355-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

August 15, 2018
September 14, 2018

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 4

APPLICABILITY: Change of party Customers also must agree to comply with all rules and requirements of this and other applicable tariffs. (N)

(Cont'd.)

When the builder/developer of a subdivision sells a new home during the NEM2 application process, after the builder/developer completes the Net Energy Metering Application and Interconnection Agreement and otherwise meets all of PG&E's requirements for the NEM2 project, but prior to PG&E providing final written approval for Parallel Operation on Schedule NEM2, PG&E may treat the new home owner/Customer as a Change of-party Customer, as defined above

Demand Response Programs: For Load Aggregation pursuant to Special Condition 6, Aggregated Accounts, including the Generating Account, are eligible for the same demand response programs and solar tariffs as NEM2 customers. Demand response payments to Aggregated Accounts will be based on the Qualified Customer's metered usage disregarding any contributions allocated from the Generating Account. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g., program eligibility) shall also exclude from consideration any impacts of Generator Account generation. Any payments for demand response will be limited to the customer's load, and not include excess generation exported to the grid.

TERRITORY: The entire territory served.

RATES: All rates charged under this schedule will be in accordance with the eligible customer-generator's PG&E otherwise-applicable metered rate schedule (OAS). An eligible customer-generator served under this schedule is responsible for all charges from its OAS including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. The "Average Rate Limiter" for general service OAS's and all other demand charges will be based on the demand in kilowatts as measured only on the energy being consumed by the customer from PG&E. The power factor, when it applies on the OAS, will be based on the energy consumed by the customer-generator from PG&E and the average power factor over the past 12 billing months of operation prior to starting on NEM2. Customer-generators without 12 billing months of power factor history, will have their power factor estimated based on the nature of the connected facilities and their hours of operation. Power factor will be subsequently applied to the customer-generator's bill until the customer-generator demonstrates to PG&E's satisfaction that adequate correction had been provided. PG&E will continue to monitor and review the power factor and if warranted, change the power factor correction on the customer-generator's bills. Charges for energy (kWh) supplied by PG&E, ESP or Community Choice Aggregator (CCA), as applicable, will be calculated in accordance with Billing (Special Condition 2, below).

For PG&E customer-generators, the energy charges will be in accordance with the customer-generator's OAS. For ESP or CCA customer-generators being billed Consolidated PG&E Billing service, the ESP or CCA is responsible for providing the billing information regarding the applicable generation-related bill charges or credits to PG&E on a timely basis. (N)

(Continued)

<i>Advice</i>	4980-E	<i>Issued by</i>	<i>Date Filed</i>	December 16, 2016
<i>Decision</i>	16-01-044	Steven Malnight	<i>Effective</i>	December 16, 2016
		<i>Senior Vice President</i>	<i>Resolution</i>	
		<i>Regulatory Affairs</i>		

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 5

RATES:
 (Cont'd.)

Customer-generators eligible for service under this schedule are exempt from the requirements of Schedule S—Standby Service except Multiple Tariff Facilities interconnected under the terms of Special Condition 4, may be subject to the requirements of Schedule S.

The charges and credits for Multiple Tariff Facilities taking service on this rate schedule under the provisions of Special Condition 4, will be calculated using the applicable OAS identified by the customer-generator in its application for interconnection and its interconnection agreement with PG&E or as subsequently changed by the customer-generator in accordance with PG&E's electric Rule 12.

Existing customer-generators being billed under sub-schedules NEM2S, NEM2EXP, NEM2EXPM, or NEM2A who only add storage and are eligible to use the estimation methodology described in Special Condition 9 ("NEM Paired Storage") will be billed using the estimation methodology as of their scheduled True-Up, provided that a True-Up is not required for any other reason. All other customer-generators with Multiple Tariff Facilities or NEM Paired Storage with existing NEM2 eligible generators or storage interconnecting additional generators, will receive a bill true-up prior to taking service under Special Condition 4. This ensures that all NEM2 accounts have the same Relevant Period, as defined in Special Condition 2, going forward.

Residential Customers on this tariff, who are: (T)

- i. the first customer who installs the REGF (that is, second or subsequent owners are not eligible) and (N)
- ii. required to take TOU rates prior to the implementation of default TOU rates for all residential customers, and
- iii. on any TOU rate (including a TOU pilot rate) prior to the implementation of default residential TOU rates, (N)

have the option to stay on that TOU rate for a period of five years from the date the customer commences the TOU rate. (T)

PG&E rates and rate design, including the rates and rate design reflected in this Tariff, are subject to change from time to time. Customers should take this into consideration when making any long term decisions based on rate structures that are currently in place.

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 6

- SUB-SCHEDULES:** Eligible customer-generators will be placed on the appropriate sub-schedule as described below:
1. NEM2S – For Small Customer (as defined in Rule 1) customer-generators taking service with solar and/or wind generating facilities of 30 kilowatts or less.
 2. NEM2EXP – For Small Customer (as defined in Rule 1) customer-generators with (i) solar and/or wind generating facilities of 1,000 kilowatts or less, other than facilities of 30 kilowatts or less, or (ii) any other REGF of 1,000 kilowatts or less.
 3. NEM2EXPM – For all other commercial, industrial customer-generators, and agricultural customers billed monthly under Special Condition 2.
 4. NEM2MT – For customer-generators taking service as a Multiple Tariff Facility under Special Condition 4 of this tariff.
 5. NEM2A – For a customer-generator with a Load Aggregation Arrangement pursuant to Special Condition 6 of this tariff.
 6. NEM2CDCR – For a CDCR customer-generator pursuant to Special Condition 7.

(D)
(D)

- SPECIAL CONDITIONS:**
1. **METERING:** Multiple Tariff Facilities will be metered under one of the options described in Special Condition 4. All other net energy metering shall be accomplished using a single meter capable of separately registering the flow of electricity in two directions (imports and exports). If the eligible customer-generator's existing electrical meter is not capable of separately measuring the flow of electricity in two directions, the eligible customer-generator shall be responsible for all expenses involved in purchasing and installing a meter that is able to separately measure electricity flow in two directions (imports and exports).

If none of the normal metering options available at PG&E's disposal which are necessary to render accurate billing are acceptable to the customer-generator, PG&E shall have the right to refuse interconnection. As an alternative, PG&E shall have the option to provide an estimation methodology for such customers.

Customer-generators with Load Aggregation Arrangements will need metering on the Generating Account capable of separately measuring imports and exports in a manner commensurate with the smallest time interval used by PG&E to establish billing determinates for any of the Aggregated Account meters. If a newly installed REGF can use the existing metering, the metering charges will be based on applicable meter charges in the Generating Account TOU OAS; if a new meter is requested by the customer for a new service as allowed in Special Condition 3, it must be installed at the customer's expense as a Special Facility using incremental costs, pursuant to Section I, Electric Rule 2.

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 7

SPECIAL
 CONDITIONS:
 (Cont'd.)

1. METERING: (Cont'd.)

For each Aggregated Account other than the Generating Account, an appropriate load account meter is required, consistent with the TOU rate schedule for that account, and customer is responsible for all metering charges provided for in each Aggregated Account's OAS.

(D)
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 |
 |
 (D)

Additional metering requirements for NEM Paired Storage are described in Special Condition 9.

(T)

2. BILLING: Facilities qualifying under Multiple Tariffs Facilities, see Special Condition 4.

For customer-generators taking service on OAS's, any net monthly consumption or production shall be valued as follows:

a. For an OAS with Baseline Rates

Any net consumption or production shall be valued monthly as follows:

If the eligible customer-generator is a net consumer, the eligible customer-generator will be billed in accordance with the eligible customer-generator's OAS except for the non-bypassable charge (NBC) calculation addressed in 2.c. For NEM Paired Storage, net generation will be calculated as described in Special Condition 9, Section g. as applicable.

If the eligible customer-generator is a net generator, the net kWh generated shall be valued at the rate for the kWh up to the baseline quantity, with any excess kWh generated, valued at the rate for the appropriate tier level in which the equivalent kWh of usage would fall. These credits, if any, do not reduce the charges from the NBC calculation addressed in 2.c.

If the eligible customer-generator is being served under DA or CCA Service, ESP or CCA charges will be specified by their ESP or CCA in accordance with the eligible customer-generator's OAS and PG&E's Direct Access or Community Choice Aggregation tariffs. Applicable PG&E charges or credits will be valued as described in this Special Condition 2.

For a DA or CCA Service customer-generator, Generation Rate Component credits, if any, do not reduce the charges owed to PG&E for energy supplied to the eligible customer-generator, nor do they reduce the NBC calculation in 2.c.

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 8

SPECIAL
CONDITIONS:
(Cont'd.)

2. BILLING: (Cont'd.)

b. For an OAS with Time of Use (TOU):

If the eligible customer-generator is a net consumer during any discrete TOU period, the net kWh consumed shall be billed in accordance with that same TOU period in the eligible customer-generator's OAS except for the NBC calculation addressed in 2.c.

If the eligible customer-generator is a net generator during any discrete TOU period, the net kWh produced shall be valued at the same price per kWh at the same TOU period in the eligible customer generator's OAS. For NEM Paired Storage, net generation will be calculated as described in Special Condition 9, Section g. as applicable. (T)

In the event that at the end of the monthly billing cycle, an eligible customer-generator's net usage for all TOU periods totals zero (i.e. net generation in one or more periods exactly offsets the net usage in all other periods) except for the NBC calculation addressed in 2.c, then the value of usage and/or generation will be calculated using Tier 1 rates (as set forth in the OAS).

If the eligible customer-generator is being served under DA or CCA Service, ESP or CCA charges will be specified by their ESP or CCA in accordance with the eligible customer-generator's OAS and PG&E's Direct Access or Community Choice Aggregation tariffs. Applicable PG&E charges or credits will be valued as described in this Special Condition 2.

For a DA or CCA Service customer-generator, Generation Rate Component credits, if any, do not reduce the charges owed to PG&E for energy supplied to the eligible customer-generator including the NBC calculation addressed in 2.c.

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 10

SPECIAL
CONDITIONS:
(Cont'd.)

2. NET ENERGY METERING AND BILLING: (Cont'd.)

e. For a customer-generator electing Load Aggregation: (Cont'd) (T)

Once the kWh is allocated to an eligible customer-generator's Aggregated Account, that account will be treated in accordance with 2.a, 2.b, and/or 2.c above, as applies to the rate schedule on which the Aggregated Account takes service. The Generating Account will also be treated as an Aggregated Account in months where it has net load.

f. Payment Options: (T)

Eligible Small Customer (as defined in Rule 1) customer generators may pay monthly or annually for the net energy (kWh) consumed. For all other commercial, industrial, and agricultural customers, the net balance of all moneys owed must be paid on each monthly billing cycle; when they are a net electricity producer over a monthly billing cycle, the value of any excess kilowatt-hours generated during the billing cycle shall be carried over to the following billing period and appear as a credit on the customer generator's account, until the end of the Relevant Period.

Aggregated Accounts, including the Generating Account in a Load Aggregation Arrangement must pay monthly for energy consumed.

g. Relevant Period: (T)

A Relevant Period consists of any twelve monthly billing cycles commencing on the date PG&E provides the Customer-Generator with PG&E's written approval to begin parallel operation of the REGF for purposes of participating in NEM2, and on every subsequent anniversary thereof. If an eligible customer-generator terminates service, or experiences a change in ESP or CCA prior to the end of any 12 monthly billing cycles the Relevant Period will consist of that period from the anniversary date until the effective date of that termination or ESP or CCA change.

For Load Aggregation, the Generating Account and all Aggregated Accounts will have the same billing cycle and Relevant Period, based on the interconnection date, or Anniversary thereof as described earlier in this paragraph. However, if an Aggregated Account terminates service, or experiences a change in ESP or CCA prior to the end of any 12 monthly billing cycles, its Relevant Period will consist of that period from the anniversary date until the effective date of that termination or ESP or CCA change. If an Aggregated Account is subsequently added, its Relevant Period will consist of that period from its effective date of inclusion in Load.

(Continued)

Advice 5355-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

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August 15, 2018
September 14, 2018

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 11

SPECIAL
CONDITIONS:
(Cont'd.)

2. NET ENERGY METERING AND BILLING: (Cont'd.)

h. Energy True Up:

(T)

Net energy is defined as measuring the difference between the energy (kWh) supplied by PG&E, ESP or CCA, as applicable, through the electric grid to the eligible customer-generator and energy (kWh) generated by an eligible customer-generator and fed back into the electric grid over a Relevant Period.

For an Aggregated Account, (including a Generating Account) Net Energy is defined as measuring the difference between the energy (kWh) supplied by PG&E, ESP or CCA, as applicable, through the electric grid to the eligible customer-generator and the total energy (kWh) allocated to that Aggregated Account over a Relevant Period.

(D)
(D)

A true up is performed by PG&E and/or ESP or CCA, as applicable, at the end of each Relevant Period following the date the customer-generator was first eligible for Schedule NEM2, or the date of PG&E's written approval to begin parallel operation of the REGF for purposes of participating in NEM2, whichever is later, and at each anniversary date thereafter. The eligible customer-generator shall be billed as follows:

Where the residential delivery minimum bill amount applies at the true up for a Bundled, DA/CCA, or Transitional Bundled Service customer, the customer generator will not owe any additional amounts for delivery services. The total delivery minimum bill amount will be unbundled for accounting purposes based on net energy consumed over the relevant period using non-generation rates described in the otherwise applicable rate schedule, except for NBC's which will be unbundled for accounting purposes based on total energy consumed from the grid.

Where the residential delivery minimum bill amount applies at the true up for a Bundled or Transitional Bundled Service customer, and the accumulated net generation charges over the relevant period are greater than zero, the customer-generator will also owe an amount equal to the accumulated net generation charges. Where the residential delivery minimum bill amount applies at true up for a Bundled or Transitional Bundled Service customer, and the accumulated net generation charges over the relevant period are less than or equal to zero, no credit for accumulated net generation charges will be applied to the amount owed by the customer-generator.

If the customer-generator is taking service under DA or CCA Service, separate true-ups will be calculated for the applicable PG&E charges and credits and the ESP or CCA charges and credits.

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 12

SPECIAL
 CONDITIONS:
 (Cont'd.)

h. Energy True Up: (Cont'd.) (T)

For a DA or CCA Service customer-generator, Generation Rate Component credits, if any, do not reduce the charges owed to PG&E for energy supplied to the eligible customer-generator including NBCs calculated in 2.c.

If any Eligible customer-generator has any credits calculated pursuant to this Special Condition 2 remaining at the end of the Relevant Period, that credit will be set to zero. However, in the event the energy (kWh) generated exceeds the energy (kWh) consumed during the Relevant Period, compensation shall be made for the excess energy (kWh) as described and allowed for in Special Condition 5.

Once the true-up is completed at the end of the Relevant Period, any overpayment for energy (kWh) from the true-up will be credited to future bill charges.

i. Billing Information: (T)

If PG&E supplies the eligible customer-generator with energy (kWh), PG&E shall provide the eligible customer-generator with net energy (kWh) consumption information with each regular bill. That information shall include the current monetary balance owed PG&E for the net energy (kWh) consumed since the last Relevant Period ended.

j. Electric Service Provider (ESP) Charges: (T)

If PG&E provides direct access (DA) metering for the ESP, consolidated UDC billing (that is, Consolidated PG&E Billing as described on PG&E's Rule 22), Separate or Consolidated ESP Billing support services for DA customer-generators served under PG&E's rates or their ESP's rates, PG&E may recover the incremental costs related to net energy metering from the customer's ESP, as described in Schedule E-ESP – Services To Electric Service Providers, and Schedule E-EUS – End User Service.

All accounts in a Load Aggregation Arrangement, including the Generating Account and all of its Aggregated Accounts, will normally all take service either only from PG&E, a single ESP or a single CCA. However, if PG&E is the billing agent, a mixture of electric commodity service providers may be permitted as long as PG&E agrees and recovers the additional incremental costs related to billing this Load Aggregation Arrangement from the customer's ESP and/or CCA based on the applicable rates in Schedules E ESP and E-CCA.

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 13

SPECIAL
 CONDITIONS:
 (Cont'd.)

3. INTERCONNECTION: Prior to receiving approval for Parallel Operation, the customer-generator must submit a completed PG&E application form and interconnection agreement as follows:

Rate Option	Application	Interconnection Agreement	
NEM2S	For Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less: <i>Application - Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Form 79-1151B-02)⁴</i>	<i>Agreement and Customer Authorization – Net Energy Metering (NEM2) Interconnection for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Form 79-1151A-02)⁴</i>	(T) (T)
NEM2EXP NEM2EXPM	For Solar and/or Wind Net Energy Metering (NEM2) Generating Facilities of 1,000 Kilowatts or Less, other than Facilities of 30 Kilowatts or Less: <i>Generating Facility Interconnection Application, (Form 79-1174-02)</i>	<i>Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 Kilowatts or Less, other than Facilities of 30 Kilowatts or Less (Form 79-978-02)</i>	
	For Net Energy Metering (NEM2) non-Solar and/or Wind Generating Facilities of any size, and Solar and/or Wind Generating Facilities greater than 1,000 kW: <i>Generating Facility Interconnection Application, (Form 79-1174-02)</i>	<i>Interconnection Agreement For Net Energy Metering (NEM2) non-Solar and/or Wind Generating Facilities of any size, and Solar and/or Wind Generating Facilities greater than 1,000 kW (Form 79-1137-02)</i>	

⁴ Both the Agreement and Customer Authorization (79-1151A-02) and Application (79-1151B-02) forms must have been submitted before PG&E will issue the Permission to Operation (PTO) letter. Information in the Application can be submitted by the Company or Customer in an electronic format, subject to approval by PG&E. (T)

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 14

SPECIAL
 CONDITIONS:
 (Cont'd.)

3. INTERCONNECTION: (Cont'd.)

Rate Option	Application	Interconnection Agreement
NEM2, NEM2EXP, NEM2A ,or NEM2MT > 1,000 kW	<i>Generating Facility Interconnection Application (Form 79-1174-02)</i>	<i>Rule 21 Generator Interconnection Agreement for New Energy Metering (NEM-2) Generating Facilities Greater than 1,000 Kilowatts Interconnecting Under the Fast Track Process (Form 79-1144-02)</i> <i>Rule 21 Generator Interconnection Agreement (GIA) for Net Energy Metering (NEM2) Generating Facilities Greater than 1,000 Kilowatts Interconnecting Under the Independent Study, Distribution Study, or Transmission Cluster Process (Form 79-1161-02)</i>
NEM2MT	For customer-generators \leq 1 MW taking service as a Multiple Tariff Facility under Special Condition 4 of this tariff: <i>Generating Facility Interconnection Application (Form 79-1174-02)</i>	<i>Generating Facility Interconnection Agreement (NEM2MT - Multiple Tariff) (Form 79-1069-02)</i>
NEM2A	NEM2 Load Aggregation \leq 1 MW Along with the applicable interconnection form above, also submit: <i>NEM2 Load Aggregation Appendix (Form 79-12021153-02)</i>	
NEM2CDCR	See Special Condition 7	

(D)

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 15

SPECIAL
 CONDITIONS:
 (Cont'd.)

3. INTERCONNECTION: (Cont'd.)

For Load Aggregation, a completed and signed "NEM Load Aggregation Appendix" (Form 79-1~~202153-02~~) must be submitted together with the appropriate NEM interconnection agreement listed above.

The eligible customer-generator must meet all applicable safety, and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability.

In order to promote the safety and reliability of the customer REGF, the applicant is required to verify as a part of each interconnection request for this tariff, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and other equipment, as determined by PG&E, should be verified by the customer as having safety certification from a nationally recognized testing laboratory.

Applicant is required to verify as a part of each interconnection request for this tariff, that (i) a warranty of at least 10 years, or (ii) a 10-year service warranty or executed "agreement" ensuring proper maintenance and continued system performance has been provided on all equipment and on its installation.

For Load Aggregation Arrangements Requesting an additional service for Generator – Subject to all other applicable rules, an additional service may be allowed for the Generating Account if it has no load other than that associated directly with the REGF. However, a customer may not subsequently add load to that additional service, and if the REGF is removed, the additional service, may not be converted to a load account.

Customers on this tariff must pay for the interconnection of their REGF as provided in Electric Rule 21, including an application fee. This application fee must be paid through PG&E's online application portal in order to complete the application, unless otherwise directed by PG&E. For application fees for Customers impacted by a Natural or Man-Made Disasters*, see Special Condition 10.

(N)
 I
 (N)

For the purposes of the NEM2, NEM2V, and NEM2VMSH tariffs, the rating of the generating facility, for the purposes of comparing its size relative to the 1 megawatt (MW) limit, will be determined based on:

- (a) For each PV generator, the California Energy Commission's (CEC) AC rating;
- (b) For each inverter based generator, the gross nameplate rating of the inverter; or
- (c) For each non-inverter based generator, the generator gross nameplate.

* Natural or man-made disasters includes such events as a fire, earthquake, flood, or severe storms.

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 17

SPECIAL
CONDITIONS:
(Cont'd.)

4. MULTIPLE TARIFF FACILITIES: (Cont'd.)

f. Except for Load Aggregation Arrangements, where multiple NEM - eligible Constituent Generator Groups are present and energy (kWh) is exported to the grid at the PCC, the billing credit will be based upon the proportional contribution of the energy production (kWh) of each NEM-eligible Constituent Generator Group over the billing period as follows:

- 1) Sum all NEM-eligible Constituent Generator Groups' NGOM readings. For NEM Paired Storage, follow the provisions in Special Condition 9. (T)
- 2) Determine the proportion of energy (kWh) attributable to each NEM-eligible Constituent Generator Group by dividing the NGOM reading of each by the sum from (1) above.
- 3) NEM-eligible Export is the lesser of either all exported energy (kWh) as measured at the PCC or the sum of the energy (kWh) per (1) above.
- 4) Take the NEM-eligible Export and assign it to each NEM-eligible Constituent Generator Group based on its respective proportion of NGOM reading.
- 5) Determine the bill credit for the customer-generator as provided under the customer-generator's OAS in combination with the net energy metering tariff billing treatment type for each NEM-eligible Constituent Generator Group.
- 6) If interval metering is chosen per Special Condition 4.g(2)(c) of this special condition, this allocation of bill credit will be done on the aggregated intervals over a billing period. If the OAS is a time-of-use (TOU) rate schedule, the allocation will be performed for each aggregated TOU period separately.
- 7) Generating Facilities including only multiple NEM2 REGFs are not Multiple Tariff Facilities and the customer-generator will be billed as provided in Special Condition 2 of this tariff.

(Continued)

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Robert S. Kenney
Vice President, Regulatory Affairs

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September 14, 2018

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 18

SPECIAL
CONDITIONS:
(Cont'd.)

4. MULTIPLE TARIFF FACILITIES: (Cont'd.)

g. Multiple Tariff Facility Configurations and Metering.

1) Except for Load Aggregation Arrangements, for two or more types of NEM-eligible Constituent Generator Groups, the customer-generator must select one of the following options:

a) Install NGOM on each Constituent Generator Group. In addition, metering is required at the PCC capable of separately registering the flow of energy (kWh) in two directions. Billing credit will be calculated as provided for in Special Condition 4.f. Generation Rate Component charges are the charges for energy (kWh) used based on the generation rate component of the energy charge under the customer-generator's rate schedule(s). Billing credit will be applied consistent with the appropriate net metering tariff as follows:

(T)

i. First, apply NEMBIO credits (if any) to Generation Rate Component charges on any aggregated accounts, and then to Generation Rate Component charges on the account served by the generating facility (Host Account).

ii. Second, apply NEMFC credits (if any) to Generation Rate Component charges on the account served by the generating facility.

iii. Third, apply NEM2 credits (if any) as appropriate to the remainder of energy charges except for NBC charges for usage supplied by the grid on the account served by the generating facility.

iv. Fourth, apply NEM credits (if any) as appropriate to the remainder of energy charges on the account served by the generating facility.

v. No credits shall offset NBC charges calculated on all usage supplied from the grid.

b) If the customer-generator has Constituent Generator Group(s) eligible for Schedule NEMBIO or NEMFC, and has a Constituent Generator Group eligible for Schedule NEM2 and/or NEM consisting of one or more Renewable Electrical Generation Facilities, the customer-generator may elect to take service for such under either Schedule NEMBIO or NEMFC, as appropriate, for all of the Constituent Generator Group(s). Likewise, if the customer-generator has Constituent Generator Group(s) eligible for NEM and NEM2, the customer-generator may elect to take service for both under NEM2.

(Continued)

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Senior Vice President
Regulatory Affairs

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**ELECTRIC SCHEDULE NEM2
 NET ENERGY METERING SERVICE**

Sheet 19

SPECIAL
 CONDITIONS:
 (Cont'd.)

- 4. MULTIPLE TARIFF FACILITIES: (Cont'd.)
 - g. Multiple Tariff Facility Configurations and Metering.
 - 2) For all eligible combinations of NEM-Eligible Constituent Groups and non-NEM eligible Constituent Groups, the Customer-Generator must select one of the following options:
 - a) **The Non Export Relay Option:** A Customer-Generator must install a Non-Export relay on their non-NEM Constituent Generator Groups and install metering as follows: 1) If there is only one type of NEM-eligible Constituent Generator Group then metering at the PCC is all that is required and the terms of the appropriate NEM2 tariff for that group will apply; 2) If there are two or more types of NEM2-Eligible Constituent Generator Groups, then Metering at the PCC and NGOM metering of each NEM2-Eligible Constituent Generator Group is required. The requirements of Special Condition 4.f and 4.g apply. (T)
 - b) **The Load Metering Option:** The customer-generator must install NGOM on each NEM2-Eligible Constituent Generator Group, install energy consumption metering at the load, and install metering at the PCC as follows: 1) If there is one type of NEM2-Eligible Constituent Generator Group then the terms of the appropriate NEM2 tariff for that group will apply; 2) If there are two or more types of NEM2-Eligible Constituent Generator Groups, then the terms of Special Condition 4.f and 4.g apply. (T)
 - c) **The Interval Meter Option:** The customer-generator must install interval NGOM on each NEM2-Eligible Constituent Generator Group and install interval metering at the PCC as follows: 1) If there is one type of Constituent Generator Group then the terms of the appropriate NEM2 tariff for that group will apply; 2) If there are two or more types of NEM2-Eligible Constituent Generator Groups, then the terms of Special Condition 4.f and 4.g for interval metering apply. Energies (kWh) generated in an interval are aggregated over a billing period according to the OAS. (T)
 - h. Multiple Tariff Facilities, served under DA or CCA Service, may only participate to the extent their ESP or CCA offers net metering for the specific constituent generator group(s). All accounts for each specific constituent generator group must be served by the same ESP.
 - i. Multiple Tariff Facilities involving multiple Load Aggregation Constituent Generator Groups, except for those allowed under Special Condition 5.g above, are not permitted at this time. (T)
(T)

(Continued)

Advice 4994-E
 Decision

Issued by
Steven Malnight
 Senior Vice President
 Regulatory Affairs

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Effective	February 4, 2017
Resolution	

**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 20

SPECIAL
CONDITIONS:
(Cont'd.)

5. NET SURPLUS ELECTRICITY COMPENSATION (NSC):

Pursuant to P.U. Code Sections 2827 (h)(4)(A), this Special Condition was established to provide a NEM customer having **Net Surplus Electricity**, (defined as all electricity generated by an eligible customer measured in kilowatt-hours over a Relevant Period – as defined in Special Condition 2.h of this tariff – that exceeds the amount of electricity consumed by that eligible customer), with **Net Surplus Electricity Compensation (NSC)** for the Net Surplus Electricity, while leaving other ratepayers unaffected. A NEM2 customer who has Net Surplus Electricity will be known as a **Net Surplus Generator**.

(D)
|
(D)

- a. NSC Applicability – All bundled Net Surplus Generators that satisfy the conditions in the Applicability Section of this tariff and take service under this rate schedule are eligible to receive NSC at the time of their true-up. This includes Net Surplus Generators on sub-schedules NEM2S, NEM2EXP, and NEM2EXPM. A NEM2MT Net Surplus Generator is also eligible to receive NSC but only for the one or more generators at the same metered account eligible for billing treatment under Special Condition 2.a through 2.f of this NEM2 schedule, or the applicable tariff for the non-NEM2 generator.

Net Surplus Generators who receive Direct Access (DA) Service from an ESP or who receive Community Choice Aggregation Service from a CCA are not eligible to receive NSC from PG&E but may contact their ESP or CCA Provider to see if they provide NSC.

If an eligible customer-generator elects Load Aggregation as described in Special Condition 6, the Generating Account shall be permanently ineligible to receive net surplus electricity compensation, and PG&E shall retain any kilowatt-hours and zero out any credits remaining on each account in the Load Aggregation Arrangement at the end of the Relevant Period. However, if an Aggregated Account that is not a Generating Account is separated from the Arrangement, and subsequently qualifies for NEM2, it is also eligible for NSC.

(Continued)

Advice 5355-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

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Effective
Resolution

August 15, 2018
September 14, 2018

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 21

SPECIAL
 CONDITIONS:
 (Cont'd.)

5. NET SURPLUS ELECTRICITY COMPENSATION (NSC): (Cont'd.)
- b. The NSC Rate – The NSC Rate is defined as the simple rolling average of PG&E’s default load aggregation point (DLAP) price from 7 a.m. to 5 p.m., for a 12-month period. PG&E shall use the NSC Rate as the value of the electricity portion of its net surplus compensation rate.

PG&E will calculate the NSC Rate each month. It will be effective on the first day of that month and PG&E will use it in the NSC Calculation for any Net Surplus Generators with a Relevant Period completed in that month (True-Up Month).

The DLAP Cutoff Date will be defined as the twentieth (20th) day of the month prior to the True-Up Month.

PG&E will wait five (5) days after the DLAP Cutoff Date for the CAISO to have time to finalize the day-ahead PG&E DLAP prices. The NSC Rate will then be calculated as the simple average of the prices for all hours between 7 a.m. and 5 p.m. over a one (1) year period ending on the DLAP Cutoff Date.

- c. Pursuant to D. 11-06-016, PG&E includes a Renewable Attribute Adder (RAA) based on the California Energy Commission (CEC) implementation methodology.

Under the CEC’s Renewables Portfolio Standard (RPS) Eligibility Guidebook⁵, an ownership verification and tracking process is set forth for Renewable Energy Credits (RECs) created by Net Surplus Generators. (T)

PG&E will pay a RAA for Net Surplus Electricity if the Net Surplus Generator completes Form 79-1155-02 - *Schedules NEM2, NEM2V, NEMV2MSH, Net Surplus Electricity (NSE) Renewable Energy Credits Compensation Form* which requires that each true-up a Net Surplus Generator confirm it or its REC aggregator has:

- 1) certified ownership of Net Surplus Electricity Renewable Energy Credits associated with their Net Surplus Electricity;
- 2) obtained certification for the Renewable Portfolio Standards (RPS) eligibility of the Electrical Generation Facility from the CEC and provide evidence of this certification to PG&E; and
- 3) transferred the ownership of the WREGIS Certificates to PG&E.

The RAA will be calculated using the most recent Western Electricity Coordinating Council (WECC) average renewable premium, based on United States Department of Energy (DOE) published data as submitted via advice letter annually in compliance with Resolution E-4475 and Decision 11-12-018.

⁵ The CEC RPS Eligibility Guidebook is available at:
<http://www.energy.ca.gov/renewables/documents/#rps>

(T)

(Continued)

<i>Advice</i>	5501-E-B	<i>Issued by</i>	<i>Submitted</i>	November 8, 2019
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**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 22

SPECIAL
CONDITIONS:
(Cont'd.)

5. NET SURPLUS ELECTRICITY COMPENSATION (NSC): (Cont'd.) (N)
- d. Calculation of the NSC – NSC is calculated by multiplying any Net Surplus Electricity (kWh) by the NSC Rate in (b) and (c) above.
 - e. Options for receiving NSC – A NEM2 customer with NSC will automatically have their NSC applied to any amounts owed to PG&E and then may choose to:
 - 1) take no action and roll any remaining NSC amounts forward to offset subsequent PG&E charges; or
 - 2) request that PG&E issue a check if the remaining NSC amount is greater than one dollar (\$1). A customer can select this option by calling PG&E. If the customer is closing all their accounts with PG&E, PG&E will automatically send a check; or
 - 3) elect not to receive any NSC by completing and submitting Form 79-1130 (Customer Request Form not to Receive Net Surplus Compensation) to PG&E to confirm that they do not want to participate. In this case PG&E will zero out any NSC the NEM2 customer may be otherwise eligible to receive.
 - f. Qualifying Facility Status – Customers must comply with the appropriate conditions below to first demonstrate to PG&E that they are Qualifying Facilities (QFs) in order to receive NSC.
 - 1) No documentation of QF status is required of any NEM2 customer-generators with a net power production capacity of one megawatt or less, consistent with Federal Energy Regulatory Commission (FERC) regulations 18 C.F.R. §292.203.
 - 2) NEM2 customer-generators with a net power production capacity greater than one megawatt shall self-certify QF status by submitting FERC Form 556 to FERC pursuant to 18 C.F. R. §292.207(a). Notice to PG&E as the utility with which the facility will interconnect and/or transact shall be provided in accordance with FERC Form 556 instructions. Filing Form No. 556 is not a requirement for interconnection under this provision.
 - g. Generator Size – Nothing in this Special Condition alters the existing NEM2 system sizing requirement. Specifically, in order to be eligible for NSC, a system must be intended primarily to offset part or all of the customer’s own electrical requirements. Systems that are sized larger than the customer’s electrical requirements are not eligible for NEM2 and therefore, are not eligible for NSC either. (N)

(Continued)

<i>Advice</i>	4980-E	<i>Issued by</i>	<i>Date Filed</i>	December 16, 2016
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		<i>Senior Vice President</i>	<i>Resolution</i>	
		<i>Regulatory Affairs</i>		

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 23

SPECIAL
CONDITIONS:
(Cont'd.)

6. LOAD AGGREGATION – NEM2A:

- a. Load Aggregation is available to an eligible customer-generator, that has load served by multiple meters (“Aggregated Accounts”) located on the property where the REGF (“Generating Account”) is located and on property adjacent or contiguous to the property on which the REGF is located, only if those properties are solely owned, leased, or rented by the eligible customer-generator, subject to the terms of this Special Condition and elsewhere in this tariff. All of the Aggregated Accounts, including a single Generating Account, that are billed together under this Special Condition are referred to as an Arrangement. Customer-generators are eligible to participate in Load Aggregation provided that all meters in a Load Aggregation Arrangement are located (i) on the property where the REGF is located, or (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator, as verified in Form 79-~~12021153-02~~. For purposes of determining parcel contiguity under this provision, “public thoroughfare” will include a canal, railroad track or transmission right-of-way, when these features are isolated on third party owned property. When a third party owned easement is located on a NEM2A customer-generator’s property, there is no impairment to parcel contiguity. In addition, an irrevocable easement granting sole use and control to the NEM2 customer-generator for an entire parcel can be used to establish contiguity. Otherwise, a customer-generator’s easement on a third party owned parcel will not be sufficient to establish parcel contiguity for NEM2A.

(T)

(Continued)

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**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 25

SPECIAL
CONDITIONS:
(Cont'd.)

6. LOAD AGGREGATION – NEM2A: (Cont'd.) (N)
- c. Billing Service Charges – An eligible customer-generator electing Load Aggregation shall remit service charges for the cost of providing billing services as follows. These charges shall include:
- 1) One-Time Setup Charge of \$25.00 per Aggregated Account and for the Generating Account, as defined in this Special Condition, and cumulatively, shall be limited to no more than \$500 per Load Aggregation Arrangement. Any change to the number of accounts included in a NEM2A arrangement is subject to this one-time fee. This Setup Charge shall be assessed without regard to the \$500 limit for accounts added after the PTO date.
- Plus,
- 2) Monthly Charge of \$5 Per Aggregated Account and for the Generating Account as defined in this Special Condition.
7. CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)
- “Eligible customer-generator” includes the Department of Corrections and Rehabilitation using a renewable electrical generation technology, or a combination of renewable electrical generation technologies, with a total capacity of not more than eight megawatts, that is located on the department’s owned, leased, or rented premises, and is interconnected and operates in parallel with the electrical grid, and is intended primarily to offset part or all of the facility’s own electrical requirements.
- The amount of any wind generation exported to the electrical grid shall not exceed 1.35 megawatt at any time. CDCR Eligible Customer Generators are subject to Network and/or Distribution upgrade costs in accordance with Rule 21 Section D.13.e.
- CDCR shall use Interconnection Application Form 79-1174-02 to apply under this Special Condition. In addition to submitting the application form, CDCR will notify PG&E at rule21gen@pge.com of the Generating Facility’s size, and if applicable, any allocation between NEM2 and non-NEM2 generation. (N)

(Continued)

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		<i>Regulatory Affairs</i>		

**ELECTRIC SCHEDULE NEM2
 NET ENERGY METERING SERVICE**

Sheet 26

SPECIAL
 CONDITIONS:
 (Cont'd.)

(D)
 (D)

8. NEM2 Grandfathering Provisions

(T)/(L)

This Special Condition is applicable to all Customers receiving service on Schedules NEM2, NEM2V, and NEM2VMASH ("the NEM-2 Schedules") and who have submitted all documentation necessary to receive service on the NEM-2 schedules.

- a. 20-Year Transition Period. Pursuant to D.16-01-044, Customers who are receiving service on the NEM-2 schedules, or who have submitted all documentation necessary to receive service on a NEM-2 Schedule, are eligible to continue receiving service on that NEM-2 Schedule for a period of 20 years from the original year in which their Generating Facility was interconnected to PG&E's grid, indicated by and measured from the date on which the Customer originally received permission to operate (PTO) the Generating Facility from PG&E and ending at the conclusion of the Customer's applicable Relevant Period that ends immediately on or after the 20th anniversary of the original PTO date. For example, if a Customer initially received PTO on April 1, 2018, the Customer is eligible to continue receiving service on this Schedule through the conclusion of the Relevant Period ending immediately on or after March 31, 2038.

Customers served on Schedule NEM, NEMV, or NEMVMASH who elect to make a one-time switch to the corresponding NEM-2 Schedule prior to the conclusion of their Schedule NEM, NEMV or NEMVMASH 20-year transition period can continue service under the corresponding NEM-2 Schedule from the date of their original Schedule NEM, NEMV or NEMVMASH PTO date; these Customers may not restart their 20-year transition period by electing to move to this Schedule. Customers electing to switch to the corresponding NEM-2 Schedule prior to the conclusion of their Schedule NEM, NEMV or NEMVMASH 20-year transition period permanently forfeit any of their Generating Facility's remaining transition period eligibility on Schedule NEM, NEMV or NEMVMASH and may not later change back to receiving service under Schedule NEM, NEMV or NEMVMASH.

(L)

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 27

SPECIAL
 CONDITIONS:
 (Cont'd.)

8. NEM2 GRANDFATHERING PROVISIONS (Cont'd.)
- b. Modifications⁶. REGFs eligible for the 20-year transition period outlined above that are modified and/or repaired shall remain eligible for the remainder of their 20-year transition period as long as the modifications and/or repairs do not increase the REGF by more than the greater of:
 - 1) 10 percent of the REGF's nameplate rating capacity, as established when the REGF was originally interconnected, or
 - 2) 1 kW;
 and provided the modifications and/or repairs do not result in the REGF exceeding the Customer's annual onsite load.
 - c. Transferability. REGF eligible for the 20-year transition period shall not lose their eligibility if transferred to a new owner, operator, or PG&E account, provided the REGF remains at its original location.⁷

⁶ Customers making modifications and/or additions to their REGF that exceed the 10 percent or 1 kW limit referenced above have the option of either metering the additions and/or modifications separately under another eligible tariff or other authorized process, or having the entire REGF served under another eligible tariff, subject to the terms and conditions contained therein. This requirement will only be enforced upon the development of a new NEM Successor Tariff that supersedes D.16-01-044, or by the direction of the CPUC. (T)

⁷ The transfer of an existing REGF to a new location is considered a new installation requiring a new Interconnection Agreement that is subject to the applicable tariffs in place at the time the new Interconnection Request is completed. (T)

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 29

SPECIAL
 CONDITIONS:
 (Cont'd.)

- 9. NEM Paired Storage (N)
 - a. Definitions: (Cont'd.)
 - No Grid Charging:

A storage system that uses a power control configuration that is either certified to a national standard or to a utility-approved interim testing procedure, either of which ensures that the storage system cannot be charged from the PG&E grid. A PG&E approved physical non-import relay or a functionally equivalent non-import configuration to prevent grid power from flowing to the storage device is also permitted. Customers may not have access to software settings, only the installer and the storage provider would be able to access and select settings profiles. Inadvertent but minor instances of grid import are permitted. Such inadvertent grid imports must not exceed durations of ten seconds.
 - No Storage Export:

A storage system that uses a power-control configuration that is certified either to a national standard or to a utility-approved interim testing procedure, either of which ensures that the storage system cannot export to PG&E's grid. A PG&E approved physical non-export relay or a functionally equivalent non-export configuration to prevent grid power from flowing to the storage device is also permitted. Inadvertent but minor instances of storage export are permitted. Such inadvertent grid exports must not exceed durations of ten seconds.
 - b. Interconnection (L)
 - NEM Paired Storage will have the same interconnection cost responsibility as the NEM generator that it is paired with, including charges or fees related to the interconnection application, Rule 21 engineering study/review, and/or any associated distribution upgrades. (T)/(L)
 - See Section c.5. below for additional information (T)/(L)
 - c. Types of NEM Paired Storage (L)
 - The Renewables Portfolio Standard (RPS) Guidebook⁸ establishes two categories of energy storage that may be considered an addition or enhancement to a renewable electrical generation facility: "integrated" and "directly connected" storage. (T)/(L)
 - 1) Integrated Storage: (T)/(L)
 - Integrated Energy Storage is defined in the RPS guidelines as methods of storing energy from a renewable energy resource that are integrated into the REGF as part of the generation process. (T)/(L)

(Continued)

**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

SPECIAL
CONDITIONS:
(Cont'd.)

9. NEM Paired Storage

c. Types of NEM Paired Storage

1) Integrated Storage: (Cont'd.)

Note that, for battery-based storage, the storage device must **only** be capable of storing energy from the REGF to be considered Integrated Storage.

INTEGRATED STORAGE (By definition the storage device must only be capable of storing energy from the REGF)			
SCENARIO	Billed As	Interconnection Agreements	Interconnection Costs
AC Coupled Or DC Coupled	billed as if storage and REGF were all one generator (e.g. NEMS, NEMEXP)	≤ 1 MW apply with 79-1174-02 and Interconnection agreement 79-1193-02	Per 5.i
		> 1 MW apply with 79-1174-02 and Interconnection agreement 79-1162-02 or 79-1198-02	Per 5.ii or iii

2) Directly Connected:

Directly Connected NEM Paired Storage is defined in the RPS guidelines as meeting the following requirements:

(i) The storage device is directly connected to the REGF via an internal power line (i.e., power may not be transmitted from the renewable facility to the energy storage via an external distribution line) and

(ii) The storage device must be operated as part of the NEM eligible facility.

Note that the storage device is **not** required to be exclusively charged by the REGF.

(L)
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(L)
(T)/(L)
(T)/(L)
(N)
|
(N)
(T)/(L)
|
(T)/(L)
(N)
(N)

(Continued)

**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

Sheet 31

SPECIAL
CONDITIONS:
(Cont'd.)

9. NEM Paired Storage

c. Types of NEM Paired Storage

2) Directly Connected: (Cont'd.)

Directly Connected Cases:

(i) DC-Coupled storage system sized 10kW or smaller. DC-Coupled storage systems sized 10kW or smaller are not required to meet either the "No Grid Charging" or "No Storage Export" requirements, must apply with 79-1174-02, and either complete interconnection agreement Form 79-1193-02 (solar and/or wind electric facilities of 30kW or less) or Form 79-1069-02 (all other REGF with a storage system configurations fulling the requirements of "No Grid Charging"). All configurations will be billed using the estimation methodology as described in Section g.1) of this special condition when no additional metering is installed as described in "Large NEM-Eligible GFs" below.

(ii) DC-Coupled storage system sized greater than 10kW

The DC-Coupled storage systems sized greater than 10kW must satisfy the definition of "No Storage Export", apply with 79-1174-02, complete Form 79-1069-02 and will be billed as described for Large NEM paired Storage in Section 3)(ii) of this special condition.

For this case, there are no restrictions on the storage system size (kW).

(iii) Large AC Coupled storage system ("Large NEM-eligible GFs")

Large NEM-eligible Generating Facilities (GFs) are NEM-eligible GFs paired with storage sized larger than 10 kW. For Large NEM-eligible GFs, the storage system shall have a maximum output power no larger than 150% of the NEM-eligible generator's maximum output capacity.

Large NEM-eligible GFs are required to select one of the following:

- a) install a non-export relay on the storage device(s);
- b) install an interval meter for the NEM-eligible generation, meter the load, and meter total energy flows at the point of common coupling;
- c) install an interval meter directly to the NEM-eligible generator(s); or
- d) or meet the requirements of No Grid Export

(N)

(N)

(Continued)

**ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE**

SPECIAL
CONDITIONS:
(Cont'd.)

- 9. NEM Paired Storage (N)
- c. Types of NEM Paired Storage
 - 2) Directly Connected: (Cont'd.)
 - (iv) Large AC Coupled storage system (“Large NEM-eligible GFs”) (Cont'd.)
 - Large NEM-eligible GFs must apply with 79-1174-02, either complete interconnection agreement Form 79-1193-02 (solar and/or wind electric facilities of 30kW or less) or Form 79-1069-02 (all other REGF with a storage system configurations), and will be billed as described in Section 3.(ii) of this special condition.
 - (v) Small AC-Coupled storage systems (“Small NEM-eligible GFs”)
 - Small NEM-eligible Generating Facilities (GFs) are NEM-eligible GFs paired with storage sized 10 kW or smaller. For small NEM-eligible GFs, the storage device is not required to be sized to the customer’s demand or the NEM generator. Small NEM-eligible GFs have the option to install metering as required for Large NEM-eligible GFs to be billed as described in Section 3.) (ii) of this special condition. Otherwise, it will be billed using the estimation methodology describe in Section 3.) (i) of this special condition.

Small NEM-eligible GFs must apply with the 79-1174-02 (NEM2) and complete the 79-1193-02 (NEM2) when the NEM-Eligible GF is sized 30kW or less or apply with the 79-1174-02 (NEM2) and complete the 79-1069-02 (NEM2) when the NEM-eligible GF exceeds 30kW.

(Continued)

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ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 34

SPECIAL
 CONDITIONS:
 (Cont'd.)

- 9. NEM Paired Storage (L)
- c. Types of NEM Paired Storage (L)
 - 3) Billing for NEM Paired Storage (T)/(L)
 - (i) Estimation Methodology For Small NEM-eligible GFs (L)
 - Small NEM-eligible GFs without metering installed (as required for Large NEM-eligible GFs) will use an estimation methodology, which caps maximum allowable NEM bill credits based on a monthly output profile. (T)/(L)
 - a. California Solar Initiative Expected Performance-Based Buydown (CSI EPBB) calculator, PG&E will establish a maximum cap for NEM-eligible exports for each monthly billing period based on the EPBB production estimate for the customer's NEM-eligible generator. (L)
 - The monthly output estimation should align with a customer's billing period (e.g., if the customer's billing date is January 15, the maximum allowed NEM export should be based on a January output estimation.) (L)
 - b. Any export exceeding this limit would not be eligible for NEM credit and would be forfeited. Peak period exports would be reduced first, followed by partial peak and then off peak as necessary. (T)/(L)
 - For example, if there was an export to the grid of 150 kWh and the EPBB-based limit for the month was set at 100 kWh, then the excess 50 kWh would be deducted from the actual exports recorded, beginning with exports that occurred during peak periods. (L)
 - c. In the event the Small NEM-eligible GF is combined with other generation facilities pursuant to Special Condition 4, the billing provision of Special Condition 4 will apply, not this billing estimation methodology. (T)/(L)
 - Should a customer decide to opt-out of using this estimation methodology, the customer must install one of the metering requirements described in the Large NEM-eligible GFs section, and the customer may only switch at the start of a new NEM Relevant Period. (T)/(L)
 - (ii) Large NEM-eligible GFs are billed consistent with Special Condition 4 with the storage treated as a non-NEM eligible generator. (L)

(Continued)

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ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 35

SPECIAL
 CONDITIONS:
 (Cont'd.)

- 9. NEM Paired Storage (L)
- c. Types of NEM Paired Storage (L)
 - 4) NEM Paired Storage Output Metering Costs (T)/(L)
 - (L)
 - PG&E will install standard metering equipment whenever possible while interconnecting NEM Paired Storage systems. Standard metering equipment for this purpose comprises a single meter which is a self-contained, single phase, SmartMeter. The fee for installation of standard metering equipment is no more than \$600.00.
 - However, this fee cap does not apply to NEM Paired Storage requiring complex metering solutions. Complex metering solutions include any configuration other than the standard equipment described above. The cost for complex metering varies and is based on actual costs which will be described in the customer's invoice.
 - 5) NEM Paired Storage Interconnection Cost Responsibility (T)/(L)
 - (L)
 - For the purpose of determining if a NEM Paired Storage REGF exceeds 1 MW criterion, refer to the sizing definition included in the AC-Coupled and DC-Coupled definition at the beginning of this Special Condition. (L)
 - i) NEM Paired Storage REGF < 1 MW - The storage will have the same interconnection cost responsibility as the NEM-eligible GF that it is paired with for a REGF less than or equal to 1 MW. (N)
 - ii) NEM Paired Storage REGF > 1 MW - The storage will have the same interconnection cost responsibility as the NEM generator that it is paired with for a REGF greater than 1 MW
 - iii) In the event the storage is added at a later date after the permission to operate of the NEM-eligible GF it is subsequently paired with, the storage applicant will be required to pay the same interconnection fees and costs that the NEM-eligible GF would be required to pay, as provided in Electric Rule 21. (N)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 36

SPECIAL
 CONDITIONS:
 (Cont'd.)

9. NEM Paired Storage (Cont'd.) (L)
- d. Storage Size Dependent Requirements
- Requirements differ depending on the size of the NEM Paired Storage and whether it is paired with a solar generator or not. The storage device size is determined by the inverter alternating current nameplate rating.
- e. Requirements for Large NEM Paired Storage (i.e., All NEM Paired Storage Devices except Solar NEM paired with Storage Sized 10 KW and Smaller)
- For NEM-paired storage systems with storage devices larger than 10 kW, the NEM Paired Storage shall have a maximum output power no larger than 150% of the NEM-eligible generator's maximum output capacity.
- Large NEM Paired Storage systems are required to either:
- 1) install a non-export relay on the storage device(s);
 - 2) install an interval meter for the NEM-eligible generation, meter the load, and meter total energy flows at the point of common coupling; or
 - 3) install an interval meter directly to the NEM-eligible generator(s).
- f. Requirements for Small NEM Paired Storage (i.e., Solar NEM Paired with Storage Devices Sized 10 KW or Smaller)
- Small NEM Paired Storage is not required to be sized to the customer demand or the NEM generator. Small NEM Paired Storage has the option to install metering as required for Large NEM Paired Storage or may chose the estimation methodology describe in Section g. (L)

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 37

SPECIAL
 CONDITIONS:
 (Cont'd.)

- 9. NEM Paired Storage (Cont'd.) (L)
- g. Billing for NEM Paired Storage
 - 1) Estimation Methodology For Small NEM Paired Storage
 - Once implemented in PG&E's billing system, Small NEM Paired Storage may use an estimation methodology, which caps maximum allowable NEM bill credits based on a monthly output profile.
 - a) California Solar Initiative Expected Performance-Based Buydown (CSI EPBB) calculator, PG&E will establish a maximum cap for NEM-eligible exports for each monthly billing period based on the EPBB production estimate for the customer's NEM-eligible generator.
 - The monthly output estimation should align with a customer's billing period (e.g., if the customer's billing date is January 15, the maximum allowed NEM export should be based on a January output estimation.)

(L)

(L)

(L)

(Continued)

Advice 5501-E-B
Decision 19-01-030

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

| | |
|-------------------|------------------|
| <i>Submitted</i> | November 8, 2019 |
| <i>Effective</i> | January 6, 2020 |
| <i>Resolution</i> | |

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 39

SPECIAL
 CONDITIONS:
 (Cont'd.)

- (D)
(D)
10. Natural or Man-Made Disasters (N)
- Pursuant to Special Condition 8, all Customers receiving service on Schedule NEM2 who impacted by a natural or man-made disaster may request service on this tariff from (i) the date of the issuance of their original pre-natural-or- man-made disaster "permission to operate" (PTO) letter until (ii) the date of the customer's first Energy True Up in the twenty first (21st) year.
- Impacted Customers must:
- (i) reapply for interconnection with a replacement system sized to generate no more than the 12 months of historic, or estimated, usage (kWh), and
 - (ii) when reapplying for interconnection, submit proof of destruction of the renewable generator, if requested by PG&E.
- If the generator needs to be replaced due to a natural or man-made disaster PG&E will true-up the NEM account(s) pursuant to Special Condition 2.h., and Net Surplus Compensation will be issued, if any, pursuant to Special Condition 5, up to the date of the natural or man-made disaster, unless the Customer requests that PG&E continue to bill the Customer on NEM2 through the Customer's the next regular true-up date. (N)

(Continued)



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco ("CCSF") owned generating facilities seeking Schedule NEMCCSF or participants in the Demand Response Programs below are not eligible to participate in NEM2.
 - Peak Day Pricing (PDP)
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM2 program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM2 Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation 2 (NEM2A) is a program that allows customers with multiple meters to use the renewable energy generated at one meter to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one): Residential Educational
 Commercial Military
 Industrial Other Government
 Non-Profit

Account Holder Name* (Individual or Company) Electric Service Agreement ID * Meter Number*

Service Address* City* State CA Zip*

Customer Phone Number Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record)

Is there an electric vehicle charging on site at the above service address? Yes No
If yes, please indicate how many electric vehicles _____

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

Contact Name to Request Access (if access issues exist) Contact Phone

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer's behalf):

Company Name Contact Person

Contact Phone Number Email



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

- By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit Application Form 79-1151-02B and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the accompanying Application Form 79-1151-02B.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) Application Form 79-1151-02B, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM2 systems should be sized with an estimated annual production no larger than 10+0% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. All NEM2 customers must take service on a Time-of-Use rate schedule and sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill^A. Of course, individual circumstances may vary. Customers can obtain their usage data by following the instructions on www.pge.com on the page titled "Access, download, or share usage data."~~Customers can obtain their usage data from www.pge.com/greenbutton.~~

^A Customers on rate schedules such as ET, ES, and ESR, which do not have a corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Generator System Sizing

Generator System Type: Solar Wind Both

| | | | |
|--------------------------------------|--|---|--------------|
| | X | | |
| (1) Solar CEC-AC rating ^B | (kW) 1,500 664 ^C | = | (kWh) |
| AND/OR (2) Wind Nameplate rating | (kW) X 2,190 ^D | = | (kWh) |
| (3) Total Energy Production | (1) + (2) | = | <u>(kWh)</u> |

Estimated Annual Energy Usage:

(Solar systems ≤ 5 kW (CEC-AC) do not need to complete this section)

| | | | |
|---|-----------------------------|---|--------------|
| | (kWh) X 1.1 | | |
| (4) Recent annual usage | (kWh) X 1.1 | = | (kWh) |
| OR (If 12 months usage not available) (5) Building size | (sq ft) X 3.32 ^E | = | (kWh) |
| AND (6) I plan to increase my annual usage (kWh) by | | = | (kWh) |
| (7) Total Energy Usage | (4 or 5) + (6) | = | <u>(kWh)</u> |

Net Generation:

| | | | |
|------------------------|-----------|---|---------------|
| | | | |
| (8) Production – Usage | (3) – (7) | = | <u>(kWh)*</u> |

*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section H to read the provisions around Net Surplus Compensation (NSC).

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM2 Account: Select one rate from the category applicable to you. NEM2 residential customers must be an applicable time-of-use rate^F schedule. If you are currently on a rate that is no longer open to new customers and are opting to move to a different rate, by signing this Agreement and Customer Authorization you are acknowledging that you are leaving the current rate and will not be able to return to this rate in the future. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

Residential Service Rate (Select one):

^B CEC-AC (kW) = California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

^C 8,760 hrs/yr x 0.172 solar ~~19~~-capacity factor = 1,500~~664~~

^D 8,760 hrs/yr x 0.25 wind capacity factor = 2,190

^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

[Rate Schedule to be Selected online from Currently Available Residential Rates]

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

[Rate Schedule to be Selected online From Currently Available Small & Medium Commercial Rates]

Agricultural Power Service Rate: (Select one rate and rate option):

[Rate Schedule to be Selected online From Currently Available Agricultural Rates]

Part IV – Interconnection Agreement Provisions

A. Applicability

This Agreement applies to Electric Schedule NEM2 Customer-Generators (Customer) who interconnect a solar and/or wind turbine electric Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

B. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

Part IV – Interconnection Agreement Provisions – Continued

A. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electric system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

B. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

C. Rate

Please complete this agreement in its entirety

Automated Document, Preliminary Statement, Part A.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

Customer has confirmed their otherwise applicable rate schedule (OAS) to establish how the Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

D. NEM2 Billing

The Customer's meter separately measures exports and imports.

The meter is read monthly and an amount is calculated based on the net energy (kWh) and total energy(kWh) exports recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from the energy provider in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

Additionally, the Customer will be billed for non-bypassable charges on all imports from the grid, as describe in Schedule NEM2 Special Condition 2.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM2 billing is available at www.pge.com/nembilling.

E. Net Surplus Compensation (NSC)

NSC payments are made to NEM2 customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1130.pdf~~www.pge.com/nsoptout~~ to ~~complete Form 79-1130~~. Participants in NEM2A, please see provisions in *NEM2 Load Aggregation Appendix (Form 79-1153)*.

F. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

G. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

Part IV – Interconnection Agreement Provisions – Continued

A. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

B. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM2.

Please complete this agreement in its entirety

Automated Document, Preliminary Statement, Part A.

Page 5 of 8
Form 79-1151A-02
Advice ~~4036-G/5418-E5634-E-A~~
~~October 2018~~ July 2020



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

C. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

D. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM2.

E. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.

F. Warranties or Service Agreements

Customer certifies as a part of its interconnection request for NEM2 that:

- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
- (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.

G. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

(c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application ^G no later than March 31, 2018, or

(d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [\[http://www.pge.com/about/company/privacy/customer\]](http://www.pge.com/about/company/privacy/customer), PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

^G A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments,
2. A completed signed Interconnection Agreement, (continued on next page)
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E can request additional documentation to verify the authenticity of the externally signed Agreement and Customer Authorization.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM2 requirements.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less Paired with Energy Storage of 10 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF and participants in the Demand Response Programs below are not eligible to participate in NEM.
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

NEM 30 kilowatts or Less Paired with Energy Storage: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation (NEMA) is a program that allows customers with multiple meters to use the renewable energy generated at one meter (up to 1MW) to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator. Energy Storage system must be 10 kilowatts or less.

Customer Sector (check only one):

| | |
|--------------------------------------|---|
| <input type="checkbox"/> Residential | <input type="checkbox"/> Educational |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Military |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Other Government |
| <input type="checkbox"/> Non-Profit | |

| | | |
|--|--|---------------|
| Account Holder Name* (Individual or Company) | Electric Service Agreement ID * | Meter Number* |
| | | CA |
| Service Address* | City* | State Zip* |
| Customer Phone Number | Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record) | |

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

| | |
|---|---------------|
| Contact Name to Request Access (if access issues exist) | Contact Phone |
|---|---------------|

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer’s behalf):

| | |
|----------------------|----------------|
| Company Name | Contact Person |
| Contact Phone Number | Email |



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit an Interconnection Request and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request.

The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) a valid Interconnection Request, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM systems should be sized with an estimated annual production no larger than ~~10~~40% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. For customers on a Time-of-Use rate, sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill. For customer who are not on a Time-of-Use rate, you might want to size your system larger (90-95% of your annual load), in order to minimize your electricity bill. Of course, individual circumstances may vary. Customers can obtain their usage data by following the instructions on www.pge.com on the page titled "Access, download, or share usage data."~~Customers can obtain their usage data from www.pge.com/greenbutton .~~ System sizing eligibility will be reviewed using the criteria below.

B. Generator System Sizing

Generator System Type: Solar Wind Both

Estimated Annual Production:

- Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.
- Solar Systems > 5 kW (CEC-AC kW) or any system with wind, size is determined below. Please continue to fill out all of Section B.
- The Solar CEC-AC kW calculated from the Application cannot exceed 5% of the CEC-AC kW listed above



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

(1) Solar CEC-AC rating^A _____ (kW) \times 1,500664^B = _____ (kWh)

AND/OR (2) Wind Nameplate rating _____ (kW) \times 2,190^C = _____ (kWh)

(3) Total Energy Production (1) + (2) = _____ (kWh)

Estimated Annual Energy Usage:

(4) Recent annual usage _____ (kWh) \times 1.1 = _____ (kWh)

OR (If 12 months usage not available) (5) Building size _____ (sq ft) \times 3.32^D = _____ (kWh)

AND (6) I plan to increase my annual usage (kWh) by _____ (kWh)

(7) Total Energy Usage (2 or 3) + (4) = _____ (kWh)

Net Generation:

(8) Production - Usage (3) - (7) = _____ (kWh)*

*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section J to read the provisions around Net Surplus Compensation (NSC).

Non-NEM Eligible Energy Storage System:

Energy Storage System Rating _____ kW

Does the energy storage system share an inverter with the NEM system? Yes No

If not, please provide:

Energy Storage Inverter Rating _____ kW

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM Account: Select one rate from the category applicable to you. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

^A CEC-AC (kW) =California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

^B 8,760 hrs/yr x 0.1729 solar capacity factor = 1,500664

^C 8,760 hrs/yr x 0.25 wind capacity factor = 2,190

^D 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Residential Service Rate (Select one):

- E-1 – Non-Time-of-Use
- E-6 – Time-of-Use
- E-7^E – Time-of-Use
- E-8^F – Non-Time-of-Use
- E-9A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- E-9B^F – Time-of-Use for Customers with a separately metered EV recharging station
- EV-A^F – Time-of-Use for Customers with a single meter for Electric Vehicle (EV) recharging station and home
- EV-B^G – Time-of-Use for Customers with a separately metered EV recharging station
- Other (_____)

Small and Medium Commercial Service Rate (Select one rate and primary or secondary service voltage):

| | <u>Primary</u> | <u>Secondary</u> |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> A-1 – Small General Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-6 – Small General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Demand-Metered Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> A-10 – Medium General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> B-1 – Small General Service
B-1 – Small General Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> B-6 – Small General Time-of-Use Service
B-6 – Small General Time-of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> B-10 – Medium General Time -of-Use Service
B-10 – Medium General Time -of-Use Service | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> | <input type="checkbox"/> |

Agricultural Power Service Rate: (Select one rate and rate option):

| | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> AG-1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| <input type="checkbox"/> AG-R ^F – Split-Week Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-V ^F – Short-Peak Time-of-Use | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> AG-4 – Time-of-Use | <input type="checkbox"/> |
| <input type="checkbox"/> AG-5 – Time of Use | <input type="checkbox"/> |
| <input type="checkbox"/> Other (_____) | <input type="checkbox"/> |

^E E-7, E-8, E-9A, E-9B, AG-R, and AG-V are closed to all new customers and are only available to Customers that are currently on the rate

^F Rates effective August 1, 2013 for Customers with Electric Vehicles. Please visit www.pge.com/electricvehicles for more rate information



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating

Facilities Of 30 Kilowatts Or Less with Energy

Storage of 10 Kilowatts Or Less

If your current rate is a closed rate, as identified in Footnote F, and you are now opting to move to a non-closed rate per the Otherwise Applicable Rate Schedule (OAS) for NEM Account, please check the box below acknowledging that you are leaving the closed rate and will not be able to select the closed rate in the future.

I acknowledge and consent to leaving my current rate that is a closed rate



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Part IV – Interconnection Agreement Provisions

A. Purpose

The purpose of this Net Energy Metering (NEM) Application and Interconnection Agreement for Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less (Agreement) is to allow Customer to interconnect with Pacific Gas and Electric Company's (PG&E) Distribution System, subject to the provisions of this Agreement and PG&E's Electric Schedule Net Energy Metering (NEM). Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with PG&E's Distribution System to offset part or all of the Customer's own electrical requirements at this service point. Customer shall comply at all times with this Agreement as well as with all applicable laws, tariffs and requirements of the California Public Utilities Commission (CPUC).

B. Applicability

This Agreement applies to Electric Schedule NEM Customer-Generators (Customer) who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer's premises and that operates in parallel with PG&E's Distribution System.

C. NEM Transition

Customers receiving service on the current NEM tariff prior to the date that PG&E reaches its NEM Cap or July 1, 2017, whichever is earlier, are subject to the NEM Transition Provisions outlined in Rate Schedule NEM. Please see Rate Schedule NEM at https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_NEM.pdf ~~http://www.pge.com/tariffs/tm2/pdf/ELEC_SCHEDS_NEM.pdf~~ for more details.

D. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

E. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electrical generating system, or a hybrid system of both, that meets those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

F. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electrical system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

G. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

H. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

I. NEM Billing

PG&E installs a "net meter" on a customer's property that measures the net energy, defined as the difference between the amount of electricity supplied by the energy service provider and the amount of electricity exported to the grid over the course of a month. The Customer's account is enrolled in the NEM program and put on an annual (12- billing months) true-up cycle.

The meter is read monthly and an amount is calculated based on the net energy recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from PG&E in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from PG&E than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM billing is available at www.pge.com/nembilling.

J. Net Surplus Compensation (NSC)

NSC payments are made to NEM customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1130.pdf ~~www.pge.com/nscoptout~~ to ~~complete Form 79-1130~~. Participants in NEMA, please see provisions in Form 79-1153.

K. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

L. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

M. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

N. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM.

O. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

P. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM.

Q. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer's inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

R. Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THIS ENTIRE DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY.

THIS FORM MUST BE SIGNED BY AN EXISTING PG&E CUSTOMER.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [\[http://www.pge.com/about/company/privacy/customer\]](http://www.pge.com/about/company/privacy/customer), PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.**
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.**
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.**
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.**

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E will accept electronic signatures that are verified by qualified Third Parties such as, Adobe EchoSign, e-SignLive, and DocuSign for this Agreement if the Agreement is completed in its entirety before signing.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM requirements.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection

For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

IMPORTANT NOTES:

- Customers may not operate their Generating Facility while interconnected to the PG&E system until they receive written permission from PG&E.
- City and County of San Francisco (“CCSF”) owned generating facilities seeking Schedule NEMCCSF or participants in the Demand Response Programs below are not eligible to participate in NEM2.
 - Scheduled Load Reduction Program (SLRP)
 - SmartRate
- Customers who participate in Direct Access and Community Choice Aggregation must contact their Energy Service Provider directly regarding their NEM2 program.

Part I – Generating Facility Information and Responsible Parties

A. Customer and Generating Facility Information (*as it appears on the PG&E bill):

Standard NEM2 Agreement Type: Single Account Multiple Aggregated Accounts

Note: Net Energy Metering Aggregation 2 (NEM2A) is a program that allows customers with multiple meters to use the renewable energy generated at one meter to be credited against other meters that are located on parcel(s) that is/are contiguous or adjacent to the parcel that has the renewable generator.

Customer Sector (check only one):

| | |
|--------------------------------------|---|
| <input type="checkbox"/> Residential | <input type="checkbox"/> Educational |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Military |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Other Government |
| <input type="checkbox"/> Non-Profit | |

| | | |
|--|--|---------------|
| Account Holder Name* (Individual or Company) | Electric Service Agreement ID * | Meter Number* |
| | | CA |
| Service Address* | City* | State Zip* |
| Customer Phone Number | Email (if blank, Permission to Operate (PTO) letter will be mailed to mailing address on record) | |

Is there an electric vehicle charging on site at the above service address? Yes No
 If yes, please indicate how many electric vehicles _____

B. Meter Access Issues (if applicable, check all that apply and provide contact information to request access):

Meter in building or behind locked gate Unrestrained animal at meter or AC Disconnect Switch Other: _____

| | |
|---|---------------|
| Contact Name to Request Access (if access issues exist) | Contact Phone |
|---|---------------|

Please complete this agreement in its entirety



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

C. Authorized Contact Information (required if Customer is authorizing a third party to act on Customer's behalf):

| | |
|----------------------|----------------|
| _____ | _____ |
| Company Name | Contact Person |
| _____ | _____ |
| Contact Phone Number | Email |

By checking this box and signing this Agreement, I (Customer) authorize PG&E to release my PG&E Electric Account information to the Company above limited to kilowatt hour (kWh) usage, operational characteristics, and other information related to my Generating Facility application. Company is also authorized to submit an Interconnection Request and act on my behalf with regard to the interconnection and receive copies of this executed Interconnection Agreement and the Permission to Operate Letter when issued.

Part II – NEM2 Generator System Size

A. Interconnection Study and Requirements

This Agreement covers the installed Generating Facility nameplate listed in the associated Interconnection Request. The interconnection study will use the nameplate to determine if Interconnection Facilities or Distribution or Network Upgrades are required and the responsible party for the associated costs. If upgrades are required, this will increase the time it will take for PG&E to approve your interconnection.

In order for PG&E to approve your system, you will need to provide (1) this signed Agreement, (2) a **valid Interconnection Request**, and (3) a copy of the final signed jurisdiction approval (building permit) for your project.

NEM2 systems should be sized with an estimated annual production no larger than 1040% of the Customer's total previous 12 months of usage (annual usage) and projected future increase. All NEM2 customers must take service on a Time-of-Use rate schedule and sizing your system to offset 80%-85% of your average electricity usage could be an effective way to minimize your electricity bill^A. Of course, individual circumstances may vary. Customers can obtain their usage data by following the instructions on www.pge.com on the page titled "Access, download, or share usage data"~~Customers can obtain their usage data from www.pge.com/greenbutton.~~

^A Customers on rate schedules such as ET, ES, and ESR, which do not have a corresponding TOU Rate, are not required to switch to TOU rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION

Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

B. Generator System Sizing

Please complete this section only if installing a new Solar or Wind system or modifying an existing Solar or Wind system. This section is not applicable if only adding energy storage to an existing previously interconnected Solar or Wind system.

Generator System Type: Solar Wind Both

| | | | |
|--------------------------------------|------|-----------------------------------|-------------------------------------|
| | X | | |
| (1) Solar CEC-AC rating ^B | (kW) | 1,500 664 ^C | = _____ (kWh) |
| AND/OR (2) Wind Nameplate rating | (kW) | X 2,190 ^D | = _____ (kWh) |
| (3) Total Energy Production | | (1) + (2) | = <u> </u> (kWh) |

Estimated Annual Energy Usage:

(Solar systems ≤ 5 kW (CEC-AC) do not need to complete this section)

| | | | |
|---------------------------------------|---|-----------------------------|-------------------------------------|
| | (4) Recent annual usage | (kWh) X 1.1 | = _____ (kWh) |
| OR (If 12 months usage not available) | (5) Building size | (sq ft) X 3.32 ^E | = _____ (kWh) |
| AND | (6) I plan to increase my annual usage (kWh) by | | = _____ (kWh) |
| | (7) Total Energy Usage | (4 or 5) + (6) | = <u> </u> (kWh) |

Net Generation:

| | | | |
|--|------------------------|--|--|
| | (8) Production – Usage | | (3) – (7) = <u> </u> (kWh)* |
|--|------------------------|--|--|

*Positive number indicates that the system is estimated to generate more than the estimated usage. Please refer to Part IV, Section H to read the provisions around Net Surplus Compensation (NSC).

^B CEC-AC (kW) = California Energy Commission Alternating Current, refers to the inverter efficiency rating (Quantity of PV Modules x PTC Rating of PV Modules x CEC Inverter Efficiency Rating)/1000

^C 8,760 hrs/yr x 0.172 solar ~~19~~-capacity factor = 1,500~~664~~

^D 8,760 hrs/yr x 0.25 wind capacity factor = 2,190

^E 2 watts/ sq ft x 1/1,000 watts x 8,760 hrs/yr x 0.19 solar capacity factor = 3.32



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

Non-NEM Eligible Energy Storage System:

Energy Storage Rating _____ kW

Does the energy storage system share an inverter with the NEM system? Yes No

If not, please provide:

Energy Storage Inverter Rating _____ kW

Part III – Rate Selection

A. Current Rate: Please identify your existing rate by reviewing your PG&E energy statement or by calling the phone number listed below.

Otherwise Applicable Rate Schedule (OAS) for NEM2 Account: Select one rate from the category applicable to you. NEM2 residential customers must be an applicable time-of-use rate^F schedule. If you are currently on a rate that is no longer open to new customers and are opting to move to a different rate, by signing this Agreement and Customer Authorization you are acknowledging that you are leaving the current rate and will not be able to return to this rate in the future. Visit www.pge.com/rateoptions or call (800)-PGE-5000 for rate information.

- Stay on existing rate
- Requested new rate _____

Part IV – Interconnection Agreement Provisions

A. Applicability

This Agreement applies to Electric Schedule NEM2 Customer-Generators (Customer) who interconnect a solar and/or wind turbine electric Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts or less that is located on Customer’s premises and that operates in parallel with PG&E’s Distribution System.

B. Permission to Operate

Customer may not operate their generator while interconnected to the PG&E system until receiving written permission from PG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

^F Schedules such as ES, ESR or ET, which have no available corresponding time-of-use rate, are not required to switch to time-of-use rates, unless and until such a rate becomes available.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

C. Safety

Customer shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, accredited testing laboratories such as Underwriters Laboratories and, where applicable, PG&E's Electric Rule 21, and other rules approved by the CPUC regarding safety and reliability. A Customer with a solar or wind-turbine electric generating system, or a hybrid system of both, that meets

those standards and rules shall not be required to install additional controls, perform or pay for additional tests, or purchase additional liability insurance.

D. Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time PG&E determines that the Customer's Facility, or its operation, may endanger (a) the public, (b) PG&E personnel, or (c) the safe and reliable operation of PG&E's electric system, PG&E shall have the right to disconnect the Facility from PG&E's system. Customer's Facility shall remain disconnected until such time as PG&E is satisfied that the unsafe condition(s) have been corrected.

E. AC Disconnect Switch

PG&E recommends that a customer installing an inverter-based generator consider also installing an AC Disconnect Switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc.). If an AC Disconnect Switch is not installed, the revenue meter may be temporarily removed by PG&E due to an emergency or maintenance on PG&E's system to isolate the Customer's generator from the electric distribution system. Removal of the revenue meter will result in loss of electrical service to the Customer's facility or residence. AC Disconnect Switch requirements are available in PG&E's Greenbook www.pge.com/greenbook.

F. Rate

Customer has confirmed their otherwise applicable rate schedule (OAS) to establish how the Customer's monthly usage or net generation will be charged/credited when submitting this Agreement. Further Customer-initiated rate changes are governed in accordance with PG&E's Electric Rule 12.

G. NEM2 Billing

The Customer's meter separately measures exports and imports.

The meter is read monthly and an amount is calculated based on the net energy (kWh) and total energy(kWh) exports recorded in kilowatt hours (kWh). If a customer exported more electricity than they drew from ~~PG&E~~the energy supplier in a given billing cycle, the amount is deemed a surplus. If a customer received more electricity from ~~PG&E~~the energy supplier than they exported, the amount is deemed a charge. The rate at which the charge or surplus is calculated is based on the customer's OAS which is requested by the Customer in this Agreement.

Additionally, the Customer will be billed for non-bypassable charges on all imports from the grid, as describe in Schedule NEM2 Special Condition 2.

After 12 billing cycles, the corresponding charges and surpluses are reconciled in the annual true-up bill. Any remaining charges must be paid and any excess surpluses are typically zeroed out. More information about NEM2 billing is available at www.pge.com/nembilling.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

H. Net Surplus Compensation (NSC)

NSC payments are made to NEM2 customers who produce more electricity than they use during the Relevant Period. The payment rate is based on a rolling 12-month average of spot market prices and may fluctuate on a monthly basis. The historical range of the NSC rate at the time of this Advice Filing is approximately \$0.03 to \$0.04. A history of NSC rates is available at www.pge.com/nembilling. If a customer would like to opt out from receiving this payment, please visit https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1130.pdf ~~www.pge.com/nscoptout~~ to ~~complete Form 79-1130~~. Participants in NEM2A, please see provisions in *NEM2 Load Aggregation Appendix (Form 79-1153)*.

I. Limitation of Liability

PG&E's and Customer's (Individually Party or together Parties) liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

J. Governing Law

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

K. Governing Authority

This Agreement shall at all times be subject to such changes or modification by the CPUC as said Commission may, from time to time, direct in the exercise of its jurisdiction.

L. Term of Agreement

This Agreement shall become effective as of the date of PG&E's issuance of the permission to operate letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with PG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM2.

M. Meter Access

The electric meter must be installed in a safe location easily accessible upon PG&E request.

N. Stale Agreements

If this agreement is still pending one year from the date it is received by PG&E and Customer has not met all of the requirements, PG&E will close this application and Customer will be required to submit a new Agreement and Application should Customer wish to take service on Schedule NEM2.

O. CEC Listed

In order to promote the safety and reliability of the customer's Generating Facility, the applicant certifies that as a part its request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

P. Warranties or Service Agreements

Applicant certifies as a part of its interconnection request for NEM2 that:

- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
- (ii) a 10-year service warranty or executed “agreement” has been provided ensuring proper maintenance and continued system performance.

Q. Smart Inverters

For Customer applications received on or after September 9, 2017, the Customer certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings and default settings, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer’s inverter. Customer further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <http://www.gosolarcalifornia.org/equipment/inverters.php>.

Verification of compliance with such requirements shall be provided by the Customer upon request by PG&E in accordance with PG&E’s Electric Rule 21.

An “existing inverter” is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application¹ no later than March 31, 2018, or
- (d) the Customer provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer replacing an “existing inverter” certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

¹A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments
2. A completed signed Interconnection Agreement
3. Evidence of the Customer final inspection clearance from the governmental authority having jurisdiction over the generating system.



AGREEMENT AND CUSTOMER AUTHORIZATION Net Energy Metering (NEM2) Interconnection For Solar And/Or Wind Electric Generating Facilities Of 30 Kilowatts Or Less with Energy Storage of 10 Kilowatts Or Less

R. Signature

IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ THE FULLY POPULATED DOCUMENT BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY. THIS FORM MUST BE SIGNED BY THE EXISTING PG&E CUSTOMER LISTED IN PART I.

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [\[http://www.pge.com/about/company/privacy/customer\]](http://www.pge.com/about/company/privacy/customer), PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data and other personal information to a third party. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

By signing below, I declare under penalty of perjury under the laws of the State of California that:

- 1) The information provided in this Agreement is true and correct.
- 2) By completing the fields and checking the box in Part I Section C, I authorize the identified third party (Company) to receive my information and act on my behalf, which includes submitting or revising my Interconnection Application.
- 3) I have completed and reviewed Part II to determine if my system is sized to meet no more than my projected energy usage.
- 4) I have read in its entirety and agree to all the terms and conditions in this Interconnection Agreement and agree to comply with PG&E’s Electric Rule 21.

(Print Customer Name as it appears on the PG&E Bill)

(Signature)

(Print name and title of signee, applicable if customer is a Company)
(e.g. John Doe, Manager)

(Date)

Note: PG&E can request additional documentation to verify the authenticity of the externally signed Agreement and Customer Authorization.

To confirm project approval, the Customer should retain a copy of this signed agreement and a copy of the Permission to Operate (PTO) letter from PG&E authorizing the Customer to operate the Generating Facility after PG&E deems satisfactory compliance with all NEM2 requirements.

Please complete this agreement in its entirety

Automated Document, Preliminary Statement, Part A.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

This *Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater than 1,000 kW* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, and 2827.7 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.

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 The purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the portion of the Generating Facility that is generating in a combined heat and power mode does / does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.
- 2.8 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _____.
- 2.9 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.10 The Producer certifies that their inverter-based Generating Facilities will upon receiving permission to operate from PG&E 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 <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists><http://www.gosolarcalifornia.org/equipment/inverters.php>.)

Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

- (a) it is already approved by PG&E for interconnection prior to September 9, 2017
- (b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017,
- (c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

² A complete application consists all of the following without deficiencies:



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

(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.

- Attachment A Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to PG&E’s Distribution and/or Transmission System
- Attachment B Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades and Cost Responsibility
- Attachment C Expected Date of Initial Operation
- Attachment D NEM2V or NEM2VMSH Storage (when applicable)
- Attachment E NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located on Same or Adjacent or Contiguous Property to Generator Parcel (when applicable)
- Attachment F Addendum for Net Energy Metering Multiple Tariff (when applicable)
- Attachment G Producer’s Warranty that the Generating Facility is a “Cogeneration Facility” Pursuant to Section 216.6 of the California Public Utilities Code (when applicable)
- Attachment H Producer’s Warranty that the Generating Facility is an Eligible Biogas Electrical Generating Facility Pursuant to Section 2827.9 of the California Public Utilities Code (when applicable)

-
1. A completed Interconnection Application including all supporting documents and required payments,
 2. A completed signed Interconnection Agreement,
 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

- Attachment I Schedule NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code (when applicable)
- Attachment J Operating Requirements for Energy Storage Device(s) (when applicable)
- Attachment K NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established (when applicable)

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 selected Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.7 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 17 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
 - (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 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,



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Generating Facility Sized Greater than 1,000 kW* (Form 79-1198-02); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 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.

- 8.1 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 8.3, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
 - (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
 - (c) Contain a severability of interest clause or cross-liability clause.
- 8.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 10.1, the requirements of Section 8.1 may be waived.
- 8.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 9.1.

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.

- 8.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

- 9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
- 9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

10. NOTICES

- 10.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
 Attention: Electric Generation Interconnection - Contract Management
 245 Market Street
 Mail Code N7L
 San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____
 Address: _____
 City: _____
 Phone: (____) _____
 FAX: (____) _____

- 10.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 10.1.
- 10.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

11. REVIEW OF RECORDS AND DATA

- 11.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

- 11.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

12. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 14.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.
- 14.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

15. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

16. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has



*Pacific Gas and
Electric Company*®

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

| | |
|-----------------------------|---|
| _____ | PACIFIC GAS AND ELECTRIC COMPANY |
| (Customer Generator's Name) | |
| _____ | _____ |
| (Signature) | (Signature) |
| _____ | _____ |
| (Print Name) | (Print Name) |
| _____ | _____ |
| (Title) | (Title) |
| _____ | _____ |
| (Date) | (Date) |



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT A

Additional Terms and Conditions for Projects Requiring Interconnection Facilities and/or Upgrades to PG&E's Distribution and/or Transmission System

Section 1. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

1.1. Interconnection Facilities

1.1.1. The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment B of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

1.1.2. The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

1.2. Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment B of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Section 2. Cost Responsibility for Network Upgrades

2.1. Applicability

No portion of this Section 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

2.2. Network Upgrades

The Distribution Provider or the Distribution Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment B of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Section 2.2.1 directs otherwise.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

2.2.1. Repayment of Amounts Advanced for Network Upgrades

To the extent that the CAISO Tariff provides for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer, to be paid to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Distribution Provider's Tariff and Affected System's Tariff for transmission services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person. To the extent that the CAISO Tariff does not provide for cash repayment to interconnection customers for contribution to the cost of Network Upgrades, Interconnection Customer is not entitled to a cash repayment for amounts paid to the Distribution Provider and Affected System operator for Network Upgrades, and no cash repayment shall be made pursuant to this Agreement.

2.2.1.1. If the Interconnection Customer is entitled to a cash repayment

pursuant to Section 2.2.1, the Interconnection Customer, the Distribution Provider, and any applicable Affected System operators may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and said Affected System operators take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the Distribution Provider or any applicable Affected System operators will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

2.2.1.2. If the Generating Facility fails to achieve commercial operation, but it

or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Section 2.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

2.3. Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

Section 3. Billing, Payment, Milestones, and Financial Security

3.1. Billing and Payment Procedures and Final Accounting

- 3.1.1. The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs, including any applicable taxes, of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.
- 3.1.2. Within three months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

3.2. Expected Date of Initial Operation

Interconnection Customer may request Distribution Provider to construct, and Distribution Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's Expected Date of Initial Operation. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and propose the earliest reasonable alternate date by which it can attain this and future milestones.



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3.3. Financial Security Arrangements

For projects studied under the Fast Track Interconnection Review Process, no more than 120 Calendar Days after the Effective Date of this agreement, the Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located.

For projects studied under the Detailed Study Interconnection Review Process, The Interconnection Customer is obligated to provide all necessary Interconnection Financial Security required under Rule 21 Section F.4.

Regardless of Review Process, such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Distribution Provider under this Agreement during its term.

In addition:

- 3.3.1. The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 3.3.2. The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Distribution Provider and must specify a reasonable expiration date.

Section 4. Taxes

4.1. Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

- 4.1.1 In the application of IRS Notice 2016-36, any Income Tax Component of Contribution (ITCC) for Interconnection Facilities, Distribution Upgrades and Network Upgrades (based on the enclosed estimates) will be billed to the Interconnection Customer and collected by the Distribution Provider as per Section 3.1.1. The Distribution Provider shall true-up the final ITCC charges based on actual final costs and will either refund any excess ITCC collected by the Distribution Provider or bill the Interconnection Customer the additional ITCC charges that are required.

4.2. Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.



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Section 5. Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

Section 6. Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

- 6.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 6.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT B

Final Study Report Including Description and Costs of the Generating Facility, Interconnection Facilities, Metering Equipment, Distribution and/or Network Upgrades and Cost Responsibility

Final study report includes equipment, including the Generating Facility, Interconnection Facilities, and metering equipment itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, or the Distribution Owner. The Distribution Provider will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment. Additionally, NEM program specific information relating to the Interconnection Customer's Generating Facility and any associated arrangements (i.e. NEM2, NEM2A, NEM2MT, NEM2V, NEM2VMSH (1 SDP), and NEMVMSH (DEV)) will be set forth in this attachment.

Final study report includes description of Upgrades and provides an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT C

Expected Date of Initial Operation

Expected Date of Initial Operation: _____

For the Interconnection Customer _____ Date _____



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ATTACHMENT D

NEM2V or NEM2VMSH Storage
(when applicable)

Applicants adding storage pursuant to Schedules NEM2V or NEM2VMSH under the Special Condition for storage must include proper documentation per PG&E's Distribution Interconnection Handbook (DIH).

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

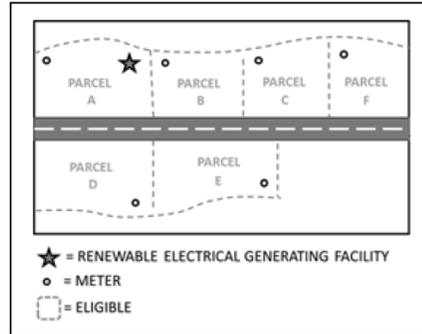
ATTACHMENT E

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 including any estimated additional future load; 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

Date

Signature

Type/Print Name

Title

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT F

Addendum for Net Energy Metering Multiple Tariff (when applicable)

This Addendum represents mutual agreement between PG&E and Customer to provide for an interim arrangement to accommodate interconnection under Interconnection Agreement for Net Energy Metering (NEM2) and Renewable Electrical Generating Facility Sized Greater Than 1,000 kW consistent with the multiple tariff treatment provided in PG&E Schedule NEM, Special Condition 4 (NEMMT). The Parties enter into this Addendum pursuant to Rule 21 Section H.1.f.

1. MULTIPLE TARIFF GENERATING FACILITY DESCRIPTION

1.1. In addition to the requirements of Electric Rule 21 and the GIA, Customer will abide by the requirements in the interconnection and operation of its Generating Facility described below.

1.2. The Gross Nameplate Rating of the Generating Facility is:

1.2.1. Eligible Generator(s):

| | | | |
|--------------------------------|----------------------------------|---|----------------------------------|
| Biomass | NEM1: _____ kW
NEM2: _____ kW | Digester gas | NEM1: _____ kW
NEM2: _____ kW |
| Solar thermal | NEM1: _____ kW
NEM2: _____ kW | Municipal solid waste | NEM1: _____ kW
NEM2: _____ kW |
| Photovoltaic | NEM1: _____ kW
NEM2: _____ kW | Landfill gas | NEM1: _____ kW
NEM2: _____ kW |
| Wind | NEM1: _____ kW
NEM2: _____ kW | Ocean wave | NEM1: _____ kW
NEM2: _____ kW |
| Geothermal | NEM1: _____ kW
NEM2: _____ kW | Ocean thermal | NEM1: _____ kW
NEM2: _____ kW |
| Fuel cell | NEM1: _____ kW
NEM2: _____ kW | Tidal current | NEM1: _____ kW
NEM2: _____ kW |
| Small hydroelectric generation | NEM1: _____ kW
NEM2: _____ kW | Storage/Batteries (NEM eligible only)
_____ amp hours
_____ inverter kW | NEM1: _____ kW
NEM2: _____ kW |

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1.2.2. Non-Eligible Generator(s): _____ kW

1.2.3. Total Gross Nameplate Rating of the Generating Facility: _____ kW

1.3. The Net Nameplate Rating of the Generating Facility is:

1.3.1. Eligible Generator(s):

| | | | |
|--------------------------------|----------------------------------|---|----------------------------------|
| Biomass | NEM1: _____ kW
NEM2: _____ kW | Digester gas | NEM1: _____ kW
NEM2: _____ kW |
| Solar thermal | NEM1: _____ kW
NEM2: _____ kW | Municipal solid waste | NEM1: _____ kW
NEM2: _____ kW |
| Photovoltaic | NEM1: _____ kW
NEM2: _____ kW | Landfill gas | NEM1: _____ kW
NEM2: _____ kW |
| Wind | NEM1: _____ kW
NEM2: _____ kW | Ocean wave | NEM1: _____ kW
NEM2: _____ kW |
| Geothermal | NEM1: _____ kW
NEM2: _____ kW | Ocean thermal | NEM1: _____ kW
NEM2: _____ kW |
| Fuel cell | NEM1: _____ kW
NEM2: _____ kW | Tidal current | NEM1: _____ kW
NEM2: _____ kW |
| Small hydroelectric generation | NEM1: _____ kW
NEM2: _____ kW | Storage/Batteries (NEM eligible only)
_____ amp hours
_____ inverter kW | NEM1: _____ kW
NEM2: _____ kW |

1.3.2. Non-Eligible Generator(s): _____ kW

1.3.3. Total Net Nameplate Rating of the Generating Facility: _____ kW

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

1.4. The maximum level of power that may be exported by the Generating Facility to PG&E's Electric System is expected to be:

| | | | |
|--------------------------------|----------------------------------|---|----------------------------------|
| Biomass | NEM1: _____ kW
NEM2: _____ kW | Digester gas | NEM1: _____ kW
NEM2: _____ kW |
| Solar thermal | NEM1: _____ kW
NEM2: _____ kW | Municipal solid waste | NEM1: _____ kW
NEM2: _____ kW |
| Photovoltaic | NEM1: _____ kW
NEM2: _____ kW | Landfill gas | NEM1: _____ kW
NEM2: _____ kW |
| Wind | NEM1: _____ kW
NEM2: _____ kW | Ocean wave | NEM1: _____ kW
NEM2: _____ kW |
| Geothermal | NEM1: _____ kW
NEM2: _____ kW | Ocean thermal | NEM1: _____ kW
NEM2: _____ kW |
| Fuel cell | NEM1: _____ kW
NEM2: _____ kW | Tidal current | NEM1: _____ kW
NEM2: _____ kW |
| Small hydroelectric generation | NEM1: _____ kW
NEM2: _____ kW | Storage/Batteries (NEM eligible only)
_____ amp hours
_____ inverter kW | NEM1: _____ kW
NEM2: _____ kW |

1.4.1. Non-Eligible Generator(s): _____ kW

1.4.2. Total maximum level of power that may be exported by the Generating Facility:
_____ kW

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT G

Producer's Warranty that the Generating Facility is a "Cogeneration Facility" Pursuant to Section 216.6 of the California Public Utilities Code (when applicable)

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PU Code (Cogeneration Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Cogeneration Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Cogeneration Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with PG&E's Electric System for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT H

Producer's Warranty that the Generating Facility is an Eligible Biogas Electrical Generating Facility Pursuant to Section 2827.9 of the California Public Utilities Code (when applicable)

Producer has declared that the Generating Facility meets the requirements for an Eligible Biogas Electrical Generating Facility, as defined in Section 2827.9 of the California Public Utilities Code (Eligibility Requirements).

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet the Eligibility Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the Eligibility Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 of the Agreement. If at any time during the term of this Agreement PG&E determines in its reasonable discretion that Producer's Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Producer to provide evidence that the Generating Facility continues to meet the Eligibility Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the Eligibility Requirements. If PG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Producer of the Eligibility Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM-BIO, Experimental Biogas Net Energy Metering.

Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT I

Schedule NEM2 Customer-Generator Warranty that it Meets the Requirements for an Eligible Customer-Generator and is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827.1 of the California Public Utilities Code (when applicable)

(This Affidavit needs to be completed and submitted to PG&E by the Customer-Generator every time a new NEM2 interconnection agreement for a Renewable Electrical Generation Facility is executed or whenever there is a change in ownership of the Generating Facility).

Check Type of Renewable Electrical Generation Facility:

| | | |
|---|--|---|
| <input type="checkbox"/> biomass | <input type="checkbox"/> geothermal | <input type="checkbox"/> municipal solid waste |
| <input type="checkbox"/> solar thermal | <input type="checkbox"/> fuel cell | <input type="checkbox"/> landfill gas |
| <input type="checkbox"/> small hydroelectric generation | <input type="checkbox"/> ocean wave | <input type="checkbox"/> digester gas |
| <input type="checkbox"/> ocean thermal | <input type="checkbox"/> tidal current | <input type="checkbox"/> Storage/Batteries
_____ amp hours
_____ inverter kWh |

NEM2 Customer-Generator (Customer) declares that:

- (1) It meets the requirements to be an “Eligible Customer-Generator” and it’s Generating Facility.
- (2) (a) meets the requirements of an “Renewable Electrical Generation Facility”, as defined in Section 2827(b)(5) of the California Public Utilities Code and
 (b) satisfies the definitions of the renewable resource for the Renewable Electrical Generation Facility in the latest version of the California Energy Commission’s (CEC’s) Renewables Portfolio Standard (RPS) Eligibility Guidebook and the Overall Program Guidebook. ³ (Eligibility Requirements).

³ The RPS Guidebooks can be found at:
<http://www.energy.ca.gov/renewables/documents/index.html#rps>
<https://www.energy.ca.gov/programs-and-topics/programs/renewables-portfolio-standard>



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Included in these eligibility requirements (check as applicable) pursuant to Public Utilities Code section 2827(b)(5) and Public Resource Code Section 25741 paragraph 1(a):

- If the Renewable Electrical Generation Facility is a fuel cell, or otherwise uses renewable biogas or otherwise, Eligible Customer-Generator warrants that the fuel cell is powered solely with renewable fuel.
- If the Renewable Electrical Generation Facility is a Small hydroelectric generating facility, customer warrants that it will not cause an adverse impact on instream beneficial uses, nor cause a change in the volume or timing of streamflow).

If the Customer uses biogas or a renewable fuel as the fuel for their Renewable Electrical Generation Facility:

- Eligible Customer-Generator warrants that the Renewable Electrical Generation Facility is powered solely with renewable fuel.

Eligible Customer-Generator warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, Eligible Customer-Generator and the Generating Facility shall continue to meet the Eligibility Requirements. If Eligible Customer-Generator or the Generating Facility ceases to meet the Eligibility Requirements, Eligible Customer-Generator shall promptly provide PG&E with Notice of such change pursuant to Section 11 of this Agreement. If at any time during the term of this Agreement PG&E determines, at its reasonable discretion, that Eligible Customer-Generator or Generating Facility may no longer meet the Eligibility Requirements, PG&E may require Eligible Customer-Generator to provide evidence, that Eligible Customer-Generator and/or Generating Facility continues to meet the Eligibility Requirements, within 20 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Eligible Customer-Generator to monitor the Generating Facility's compliance with the Eligibility Requirements – PG&E will provide a minimum of 10 business days notice to the Eligible Customer-Generator should PG&E decide an inspection is required. If PG&E determines in its reasonable judgment that Eligible Customer-Generator either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Eligibility Status shall be deemed ineffective until such time as Eligible Customer-Generator again demonstrates to PG&E's reasonable satisfaction that Eligible Customer-Generator meets the requirements for an Eligible Customer-Generator and/or the Generating Facility meets the requirements for a Eligible electrical generating facility (the Eligibility Status Change).

PG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Eligible Customer-Generator of the Eligibility Status Change pursuant to Section 11 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which PG&E determines in its reasonable discretion that the Eligible Customer-Generator and/or Generating Facility first ceased to meet the Eligibility Requirements. PG&E shall invoice the Eligible Customer-Generator for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Eligible Customer-Generator's representations that Eligible Customer-Generator and/or Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of PG&E's Schedule NEM2 Net Energy Metering Service for Eligible Customer-Generators.



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Any amounts to be paid or refunded by Eligible Customer-Generator, as may be invoiced by PG&E pursuant to the terms of this warranty, shall be paid to PG&E within 30 days of Eligible Customer-Generator's receipt of such invoice.

Unless otherwise ordered by the CPUC, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

I certify the above is true and correct,

Customer-Generator Signature: _____

Name: _____

Title: _____

Date: _____

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) AND RENEWABLE ELECTRICAL GENERATING FACILITY SIZED GREATER THAN 1,000 KW

ATTACHMENT J

Operating Requirements for Energy Storage Device(s) (when applicable)

The following Operating Requirement(s) apply to the charging functions of the Generating Facility:

- Producer's storage device(s) will not consume power from Distribution Provider's Distribution System at any time.
- Producer's storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producer's complete facilities without the influence or use of the energy storage device(s).
- To avoid upgrades or other technical mitigation items identified in the interconnection process, Producer has chosen the following Generating Facility operating constraint(s):

For the annual period between _____ [Month/Day] and _____ [Month/Day]

And during the hours of _____

The storage device(s) will consume no more than a total of ___ kW from the Distribution System.

This operating constraint voids the need for the following specific mitigation scope:

| |
|--|
| |
| |
| |
| |
| |
| |

No other charging function limitation is required for this Generating Facility except the requirements above. Producer will be responsible for the costs of the corresponding upgrades or other technical mitigations if at any time the Producer elects to forego or violates the operating requirement.

Consistent with current load service Rules, Distribution Provider is not required to reserve capacity for load. Producer is responsible to contact the utility for any modification to its equipment or change in operations that may result in increased load demand per Electric Rule 3.C.

If any operating requirement is specified above, Distribution Provider reserves the right to ask for data at the 15-minute interval level at any time to verify that the operating requirement is being met. Distribution Provider will make such request via a written notice no more than once per calendar quarter. Producer must provide such data within 30 Calendar Days of the written request.

If the Generating Facility fails to adhere to the operating requirements at any time, it will be disconnected immediately in accordance with Rule 21 Section D.9 and not reconnected until an approved mitigation (e.g., supervising controls) is in place as determined by Distribution Provider.



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ATTACHMENT K

NEMFC Customer Agreement Starting January 1, 2017 Until California Air Resources Board Emission Standard is Established (when applicable)

Starting January 1, 2017, Customer applying for Schedule NEMFC, as revised pursuant to Assembly Bill 1637 (2016), agree as follows:

That their Eligible Fuel Cell Electrical Generating Facility must meet the reduction in greenhouse gas emissions standard to be established as required by the California Public Utilities (PU) Code Section 2827.10.

Since the applicable standards are not yet released by the California Air Resources Board (ARB) and/or approved as may be needed by the California Public Utilities Commission (CPUC), Customer agrees and understands that their approval for participation in NEMFC is contingent on their system meeting the new standard within three months of when the new standard becomes available. Specifically, I, Customer, understand and agree that if my fuel cell generator does not meet the ARB emission standard I will not be eligible for NEMFC.

Specifically, I will be responsible for the following:

1. Payment of all interconnection costs, including fees, studies, system upgrades, and any other pertinent interconnection costs.
2. Payment of the following nonbypassable charges on all departed load served by the fuel cell installed at my premises including but not limited to,
 - a. Public Purpose Program Charges;
 - b. Nuclear Decommissioning;
 - c. Department of Water Resources Bond Charges; and
 - d. Competition Transition Charge;
 - e. Other charges that the CPUC determines are to be charged on departed load and for which there is no exception for fuel cells pursuant to Schedule E-DCG.
3. I understand that I may be required to take service on standby tariff pursuant to Schedule S ~~or Schedule SB or Schedule SB~~ and pursuant to PU Code Section 2827.10(f)(2)(A).
4. I further understand that I will not be eligible for Rate Schedule NEMFC and will no longer receive any credit for any exports to the grid.

(Company Name)

(Signature)

(Print Name)

(Title)

(Date)



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM (NEM), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Distribution System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

City/Zip Code: _____

2.5 Interconnected Equipment:

List of generating equipment interconnected with, or without, an inverter to PG&E. (For those generators interconnecting without an inverter, write in "N/A" in the right three columns. If an inverter is shared by more than one generator, write "shared" on the same line as that generator under the manufacturer column and do not enter the inverter rating. Attach list of additional equipment, if applicable.)

| | Type of Generator (Solar / Wind / Hybrid) | Generator Rating (watts) | Manufacturer of Inverter used with Generator (if Applicable) | Inverter Model Number (if Applicable) | Inverter Rating (watts) ² (if Applicable) |
|---|---|--------------------------|--|---------------------------------------|--|
| 1 | | | | | |
| 2 | | | | | |

2.6 Customer-Generator's otherwise-applicable rate schedule under the provisions of Schedule NEM will be _____.

2.7 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

2.8 If the date of the permits allowing the Customer-Generator to commence construction of the Generating Facility is prior to January 1, 2003, please provide the date the permits were issued: _____.

2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein. _

Distribution Provider may require a field verification of the Customer-Generator inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar inverter models and firmware versions that comply with Rule 21 Section Hh can be found at: <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists><http://www.gosolarcalifornia.org/equipment/inverters.php>.)

² If installing an inverter, the inverter rating equals: (the CEC efficiency for each installed inverter) TIMES (the nameplate rating, in kW, of each inverter). The CEC efficiency is obtained on the CEC website at http://www.consumerenergycenter.org/erprebate/eligible_inverters.html as listed on the date the application is reviewed. Enter the total of all inverter ratings for multiple inverter installations in the Table above.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

Verification of inverter model's compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

~~— has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.~~

~~(a) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or~~

~~(b) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.d.ii(a) it is already approved by PG&E for interconnection prior to September 9, 2017~~

~~(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017.~~

~~(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application³ no later than March 31, 2018, or~~

~~(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.~~

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. A Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or

(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

³ A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments.
2. A completed signed Interconnection Agreement.
3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

Appendix B A Copy of *PG&E's Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527), if applicable (Formed by the Parties).

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company's electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the otherwise-applicable rate schedule and Schedule NEM.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms

of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.
- 5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities (between 30 kW and 1,000 kW)* (Form 79-974), including all supporting documents and payments as described in the Application; (2) a completed *Expanded Net Energy Metering (NEM) Supplemental Application* (Form 79-998); (3) a signed and completed *Interconnection Agreement for Net Energy Metering of Solar or Wind Electric Generating Facilities of 1,000 KW or Less, Other Than Facilities of 30 KW or Less* (Form 79-978); and (4) a copy of the



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in section 6 and is not self-insured under Section 9.3, the following

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

- 10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.
10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

- 11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Generation Interconnection Services- Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:
Customer-Generator Name: _____
Address: _____
City: _____
Phone: (____) _____
FAX: (____) _____

- 11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.
11.3 The Parties may also designate operating representatives to conduct the daily



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

- 12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.
- 12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

- 15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
- 15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF SOLAR OR WIND
ELECTRIC GENERATING FACILITIES OF 1,000
KW OR LESS, OTHER THAN FACILITIES OF
30 KW OR LESS

15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF SOLAR OR WIND
ELECTRIC GENERATING FACILITIES OF 1,000
KW OR LESS, OTHER THAN FACILITIES OF
30 KW OR LESS

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

| | |
|---------------------------|----------------------------------|
| CUSTOMER-GENERATOR'S NAME | PACIFIC GAS AND ELECTRIC COMPANY |
|---------------------------|----------------------------------|

| | |
|--------------|--|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: <u>Manager,</u>
<u>Generation Interconnection Services</u> |
| Date: _____ | Date: _____ |



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF SOLAR OR WIND
ELECTRIC GENERATING FACILITIES OF 1,000
KW OR LESS, OTHER THAN FACILITIES OF
30 KW OR LESS

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)



INTERCONNECTION AGREEMENT FOR NET
ENERGY METERING OF SOLAR OR WIND
ELECTRIC GENERATING FACILITIES OF 1,000
KW OR LESS, OTHER THAN FACILITIES OF
30 KW OR LESS

APPENDIX B
(If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of
Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to
Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES OF 1,000 KW OR LESS, OTHER THAN FACILITIES OF 30 KW OR LESS

This *Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities of 1,000 kW or Less, Other Than Facilities of 30 kW or Less* (Agreement)¹ is entered into by and between _____ (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Customer-Generator to interconnect and operate a Generating Facility in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service agreement ID number that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827, 2827.7 and 2827.8 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E).

2.3 Customer-Generator's electric service agreement ID number: _____ (Assigned by PG&E).

2.4 Name and address used by PG&E to locate the electric service agreement ID number used to interconnect the Generating Facility with PG&E's Electric System:

Name: _____

Address: _____

City/Zip Code: _____

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- 2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.
- 2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.
- 2.7 Customer-Generator's otherwise-applicable rate schedule as of the execution of this Agreement _____.
- 2.8 The Generating Facility's expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.
- 2.9 Smart Inverters - For Customer-Generator applications received on or after September 9, 2017, the Customer-Generator certifies that their inverter-based Generating Facilities fully comply with Section Hh of Rule 21, including configuration of protective settings **and default settings**, in accordance with the specifications therein.

Distribution Provider may require a field verification of the Customer-Generator's inverter. Customer-Generator further agrees to cooperate fully with any such request and make their inverter available to the Distribution Provider for such verification. Customer-Generator understands that in the event the inverter is not set in accordance with Section Hh of Rule 21, Customer-Generator will need to cease operation of generating facility until verification is confirmed by Distribution Provider.

(Solar Inverter models and firmware versions that comply with Rule 21 Section Hh can be found at <https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists><http://www.gosolarcalifornia.org/equipment/inverters.php>.)

-Verification of compliance with such requirements shall be provided by the Customer-Generator upon request by PG&E in accordance with PG&E's Electric Rule 21.

An "existing inverter" is defined as an inverter that is a component of an existing Generating Facility that meets one or more of the following conditions:

has submitted the application prior to September 9, 2017, or is already approved by PG&E for interconnection prior to September 9, 2017.

(a) it is already approved by PG&E for interconnection prior to September 9, 2017

(b) the Customer-Generator has submitted the interconnection application prior to September 9, 2017.

(c) the Customer-Generator provides evidence of having applied for an electrical permit for the Generating Facility installation that is dated prior to September 9, 2017 and submitted a complete interconnection application² no later than March 31, 2018, or

² A complete application consists all of the following without deficiencies:

1. A completed Interconnection Application including all supporting documents and required payments.
2. A completed signed Interconnection Agreement.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

~~(a) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or~~

~~(b) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.d.ii.~~ **All “existing inverters” are not required to be Smart Inverters and are only subject to Section H of Rule 21.** A Customer-Generator replacing an “existing inverter” certifies it is being replaced with either:

(i) inverter equipment that complies with Section Hh of Rule 21, (encouraged);
or

(ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).

Appendix B A Copy of *PG&E’s Agreement for Installation or Allocation of Special Facilities* (Forms 79-255, 79-280, 79-702) or *Agreements to Perform Any Tariff Related Work (62-4527)*, if applicable (Formed by the Parties).

Appendix C NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2, and Customer-Generator’s otherwise-applicable rate schedule, available at PG&E’s website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E’s Electric Rule 21, Section C.

4. CUSTOMER BILLING AND PAYMENT

Customer-Generator initially selects Pacific Gas and Electric Company’s electric rate schedule referenced in Section 2.6 of this Agreement as its otherwise-applicable rate schedule. Customer-Generator understands that they will be billed according to the

3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

otherwise-applicable rate schedule and Schedule NEM2.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 18 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service agreement ID number through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 11 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.

5.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
- (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
- (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 6.

5.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY REQUIREMENTS

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- 6.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 6.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 6.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generating Facilities* (Form 79-974-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *Interconnection Agreement for Net Energy Metering (NEM2) of Solar or Wind Electric Generating Facilities, Other Than Facilities of 30 KW or Less* (Form 79-978-02); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 6.4 In order to promote the safety and reliability of the customer Generating Facility, the Customer-Generator certifies that as a part of this interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 6.5 Customer-Generator certifies as a part of this interconnection request for NEM2 that
- (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.
- 6.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

7. INTERCONNECTION FACILITIES

- 7.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

- 7.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 7.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

Customer-Generator Facility is required to comply with standards and rules set forth in Section 6 and provide the following for insurance policies in place.

Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.

The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

- 9.1 If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 6 and is not self-insured under Section 9.3, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

Nameplate Rating of the Generating Facility is twenty (20) kW or less;

- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause.

9.2 If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 9.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 11.1, the requirements of Section 9.1 may be waived.

9.3 Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 10.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

9.4 All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

10. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

10.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 10.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.



INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. NOTICES

11.1 Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Electric Generation Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702

If to Customer-Generator:

Customer-Generator Name: _____
Address: _____
City: _____
Phone: (____) _____
FAX: (____) _____

11.2 A Party may change its address for Notices at any time by providing the other Party notice of the change in accordance with Section 11.1.

11.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

12. REVIEW OF RECORDS AND DATA

12.1 PG&E shall have the right to review and obtain copies of Customer-Generator's operations and maintenance records, logs, or other information such as Generating Facility availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Customer-Generator's Generating Facility or its interconnection to PG&E.

12.2 Customer-Generator authorizes to release to the California Energy Commission (CEC) information regarding Customer-Generator's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

13. ASSIGNMENT

Customer-Generator shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Customer-Generator makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Customer-Generator's assignment of this Agreement.

14. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

15. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

15.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

15.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

15.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

15.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

16. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified by a writing signed by both Parties.

17. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.



**INTERCONNECTION AGREEMENT FOR NET ENERGY
METERING (NEM2) OF SOLAR OR WIND ELECTRIC
GENERATING FACILITIES, OTHER THAN FACILITIES
OF 30 KW OR LESS**

18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

| | |
|------------------------------------|---|
| <i>(Customer Generator's Name)</i> | PACIFIC GAS AND ELECTRIC COMPANY |
| <i>(Signature)</i> | <i>(Signature)</i> |
| <i>(Print Name)</i> | <i>(Print Name)</i> |
| <i>(Title)</i> | <i>(Title)</i> |
| <i>(Date)</i> | <i>(Date)</i> |

APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM
(Provided by Customer-Generator)

APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or
Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or
Agreements to Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING (NEM2) OF SOLAR OR WIND ELECTRIC GENERATING FACILITIES, OTHER THAN FACILITIES OF 30 KW OR LESS

Appendix C

NEM LOAD AGGREGATION APPENDIX

(If Applicable)

Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel

In accordance with Schedule NEM2, I, Customer-Generator represent and warrant under penalty of perjury that:

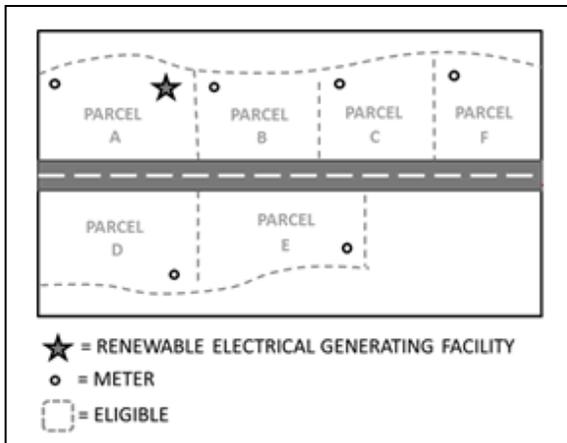
1) The total annual output in kWh of the generator is less than or equal to 100% of the annual aggregated electrical load in kWh of the meters within the arrangement, including the load on the generating account itself (before being offset by the generator), and including any estimated future additional load; and

~~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 both the load on the generating account itself (before being offset by the generator) and any projected future increase; and~~

2) Each of the aggregated account meters associated with this NEM2 generator account are located either:

(i) on the property where the renewable electrical generation facility is located, or

(ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned, leased or rented by the customer-generator.



For example, assume there are five parcels (A, B, C, D, E, and F) that form a cluster of contiguous parcels and D and E are separated from A, B, C and F by a street, highway, or public thoroughfare. For the purposes of participating in Load Aggregation, all five parcels are considered contiguous, provided they are otherwise contiguous and all are solely owned, leased or rented by the customer-generator. Refer to the diagram at left (for illustrative purposes only.)

3) PG&E reserves the right to request a parcel map to confirm the property meets the requirements of 2) above; and

4) Customer-Generator agrees to notify PG&E if there is any change of status that makes any of the participating meters ineligible for meter aggregation to ensure that only eligible meters are participating; PG&E will require an updated Appendix and Declaration form; and

5) Upon request by PG&E, I agree to provide documentation that all aggregated meters meet the requirements of Rate Schedule NEM2 Special Condition 6 including but not limited to parcel maps and ownership records.

_____ *Customer Generator's Name*

_____ *Signature*

_____ *Date*

_____ *Type/Print Name*



INTERCONNECTION AGREEMENT FOR NET ENERGY
METERING (NEM2) OF SOLAR OR WIND ELECTRIC
GENERATING FACILITIES, OTHER THAN FACILITIES
OF 30 KW OR LESS

Title

ELECTRIC SCHEDULE NEM
NET ENERGY METERING SERVICE

Sheet 21

SPECIAL
 CONDITIONS:
 (Cont'd.)

6. Re-Inspection

Pursuant to Public Utilities Code Section 2827(c)(2), any customer with an existing electrical generating facility and meter who enters into a new net energy metering contract (for example, Sample Form 79-978, *Interconnection Agreement for Net Energy Metering of Solar and Wind Electric Generating Facilities of 1,000 Kilowatts or Less, other than Facilities of 30 Kilowatts or Less*) shall complete and submit a copy of form 79-1125 – *NEM / NEMV / NEMVMASH Inspection Report* to PG&E, unless the electrical generating facility and meter have been installed or inspected within the previous three years. The *NEM Inspection Report* shall be prepared by a California licensed contractor who is not the owner or operator of the facility and meter. A California licensed electrician shall perform the inspection of the electrical portion of the facility and meter and sign the *NEM / NEMV / NEMVMASH Inspection Report*. If an inspection is required, the customer shall submit the fully completed *NEM / NEMV / NEMVMASH Inspection Report* to PG&E within 90 days of the customer becoming the customer of record at this account, or else the customer agrees to disconnect their Generating Facility and inform PG&E it no longer will take service on schedule NEM, NEMV or NEMVMASH. By signing the interconnection agreement, the *NEM / NEMV / NEMVMASH Inspection Report* shall be incorporated into it.

7. Load Aggregation

Load Aggregation is available to an eligible customer-generator, except for an Armed Service customer-generator pursuant to Special Condition 9, that has load served by multiple meters ("**Aggregated Accounts**") located on the property where the Renewable Electrical Generation Facility ("**Generating Account**") is located and on property adjacent or contiguous to the property on which the Renewable Electrical Generation Facility is located, only if those properties are solely owned, leased, or rented by the eligible customer-generator, subject to the terms of this Special Condition and elsewhere in this tariff. All of the Aggregated Accounts, including a single Generating Account, that are billed together under this Special Condition are referred to as an **Arrangement**. Customer-generators are eligible to participate in Load Aggregation provided that all meters in a Load Aggregation Arrangement are located (i) on the property where the renewable electrical generation facility is located, or (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator, as verified in Form 79-~~1202453~~. For purposes of determining parcel contiguity under this provision, "public thoroughfare" will include a canal, railroad track or transmission right-of-way, when these features are isolated on third party owned property. When a third party owned easement is located on a NEMA customer-generator's property, there is no impairment to parcel contiguity. In addition, an irrevocable easement granting sole use and control to the NEM customer-generator for an entire parcel can be used to establish contiguity. Otherwise, a customer-generator's easement on a third party owned parcel will not be sufficient to establish parcel contiguity for NEMA.

(N)
(N)

(Continued)

Advice 4716-E
 Decision

Issued by
Steven Malnight
 Senior Vice President
 Regulatory Affairs

Date Filed
 Effective
 Resolution

October 2, 2015
 November 1, 2015

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 14

SPECIAL
 CONDITIONS:
 (Cont'd.)

3. INTERCONNECTION: (Cont'd.)

| Rate Option | Application | Interconnection Agreement |
|--|--|---|
| NEM2,
NEM2EXP,
NEM2A ,or
NEM2MT >
1,000 kW | <i>Generating Facility
Interconnection Application
(Form 79-1174-02)</i> | <i>Rule 21 Generator
Interconnection Agreement for
New Energy Metering (NEM-2)
Generating Facilities Greater
than 1,000 Kilowatts
Interconnecting Under the Fast
Track Process
(Form 79-1144-02)</i>

<i>Rule 21 Generator
Interconnection Agreement
(GIA) for Net Energy Metering
(NEM2) Generating Facilities
Greater than 1,000 Kilowatts
Interconnecting Under the
Independent Study, Distribution
Study, or Transmission Cluster
Process
(Form 79-1161-02)</i> |
| NEM2MT | For customer-generators \leq 1 MW taking service as a Multiple Tariff Facility under Special Condition 4 of this tariff:

<i>Generating Facility
Interconnection Application
(Form 79-1174-02)</i> | <i>Generating Facility
Interconnection Agreement
(NEM2MT - Multiple Tariff)
(Form 79-1069-02)</i> |
| NEM2A | NEM2 Load Aggregation \leq 1 MW

Along with the applicable interconnection form above, also submit:

<i>NEM2 Load Aggregation Appendix (Form 79-12021153-02)</i> | |
| NEM2CDCR | See Special Condition 7 | |

(D)

(Continued)

**ELECTRIC SCHEDULE NEM2
 NET ENERGY METERING SERVICE**

Sheet 15

SPECIAL
 CONDITIONS:
 (Cont'd.)

3. INTERCONNECTION: (Cont'd.)

For Load Aggregation, a completed and signed "NEM Load Aggregation Appendix" (Form 79-1~~202153-02~~) must be submitted together with the appropriate NEM interconnection agreement listed above.

The eligible customer-generator must meet all applicable safety, and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the California Public Utilities Commission regarding safety and reliability.

In order to promote the safety and reliability of the customer REGF, the applicant is required to verify as a part of each interconnection request for this tariff, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and other equipment, as determined by PG&E, should be verified by the customer as having safety certification from a nationally recognized testing laboratory.

Applicant is required to verify as a part of each interconnection request for this tariff, that (i) a warranty of at least 10 years, or (ii) a 10-year service warranty or executed "agreement" ensuring proper maintenance and continued system performance has been provided on all equipment and on its installation.

For Load Aggregation Arrangements Requesting an additional service for Generator – Subject to all other applicable rules, an additional service may be allowed for the Generating Account if it has no load other than that associated directly with the REGF. However, a customer may not subsequently add load to that additional service, and if the REGF is removed, the additional service, may not be converted to a load account.

Customers on this tariff must pay for the interconnection of their REGF as provided in Electric Rule 21, including an application fee. This application fee must be paid through PG&E's online application portal in order to complete the application, unless otherwise directed by PG&E. For application fees for Customers impacted by a Natural or Man-Made Disasters*, see Special Condition 10.

(N)
 I
 (N)

For the purposes of the NEM2, NEM2V, and NEM2VMSH tariffs, the rating of the generating facility, for the purposes of comparing its size relative to the 1 megawatt (MW) limit, will be determined based on:

- (a) For each PV generator, the California Energy Commission's (CEC) AC rating;
- (b) For each inverter based generator, the gross nameplate rating of the inverter; or
- (c) For each non-inverter based generator, the generator gross nameplate.

* Natural or man-made disasters includes such events as a fire, earthquake, flood, or severe storms.

(Continued)

ELECTRIC SCHEDULE NEM2
NET ENERGY METERING SERVICE

Sheet 23

SPECIAL
CONDITIONS:
(Cont'd.)

6. LOAD AGGREGATION – NEM2A:

- a. Load Aggregation is available to an eligible customer-generator, that has load served by multiple meters (“Aggregated Accounts”) located on the property where the REGF (“Generating Account”) is located and on property adjacent or contiguous to the property on which the REGF is located, only if those properties are solely owned, leased, or rented by the eligible customer-generator, subject to the terms of this Special Condition and elsewhere in this tariff. All of the Aggregated Accounts, including a single Generating Account, that are billed together under this Special Condition are referred to as an Arrangement. Customer-generators are eligible to participate in Load Aggregation provided that all meters in a Load Aggregation Arrangement are located (i) on the property where the REGF is located, or (ii) are located within an unbroken chain of contiguous parcels that are all solely owned, leased or rented by the customer-generator. For purposes of Load Aggregation, parcels that are divided by a street, highway, or public thoroughfare are considered contiguous, provided they are within an unbroken chain of otherwise contiguous parcels that are all solely owned leased or rented by the customer-generator, as verified in Form 79-~~12021153-02~~. For purposes of determining parcel contiguity under this provision, “public thoroughfare” will include a canal, railroad track or transmission right-of-way, when these features are isolated on third party owned property. When a third party owned easement is located on a NEM2A customer-generator’s property, there is no impairment to parcel contiguity. In addition, an irrevocable easement granting sole use and control to the NEM2 customer-generator for an entire parcel can be used to establish contiguity. Otherwise, a customer-generator’s easement on a third party owned parcel will not be sufficient to establish parcel contiguity for NEM2A.

(T)

(Continued)

Advice 5355-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

August 15, 2018
September 14, 2018

**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

| | | |
|--|---|---|
| AT&T | Downey & Brand | Pioneer Community Energy |
| Albion Power Company | East Bay Community Energy | Redwood Coast Energy Authority |
| Alcantar & Kahl LLP | Ellison Schneider & Harris LLP | Regulatory & Cogeneration Service, Inc. |
| Alta Power Group, LLC | Energy Management Service | SCD Energy Solutions |
| Anderson & Poole | Engineers and Scientists of California | |
| Atlas ReFuel | GenOn Energy, Inc. | SCE |
| BART | Goodin, MacBride, Squeri, Schlotz & Ritchie | SDG&E and SoCalGas |
| Barkovich & Yap, Inc. | Green Power Institute | SPURR |
| California Cotton Ginners & Growers Assn | Hanna & Morton | San Francisco Water Power and Sewer |
| California Energy Commission | ICF | Seattle City Light |
| California Public Utilities Commission | IGS Energy | Sempra Utilities |
| California State Association of Counties | International Power Technology | Southern California Edison Company |
| Calpine | Intestate Gas Services, Inc. | Southern California Gas Company |
| Cameron-Daniel, P.C. | Kelly Group | Spark Energy |
| Casner, Steve | Ken Bohn Consulting | Sun Light & Power |
| Cenergy Power | Keyes & Fox LLP | Sunshine Design |
| Center for Biological Diversity | Leviton Manufacturing Co., Inc. | Tecogen, Inc. |
| Chevron Pipeline and Power | Los Angeles County Integrated | TerraVerde Renewable Partners |
| City of Palo Alto | Waste Management Task Force | Tiger Natural Gas, Inc. |
| City of San Jose | MRW & Associates | TransCanada |
| Clean Power Research | Manatt Phelps Phillips | Troutman Sanders LLP |
| Coast Economic Consulting | Marin Energy Authority | Utility Cost Management |
| Commercial Energy | McKenzie & Associates | Utility Power Solutions |
| Crossborder Energy | Modesto Irrigation District | Water and Energy Consulting Wellhead |
| Crown Road Energy, LLC | NLine Energy, Inc. | Electric Company |
| Davis Wright Tremaine LLP | NRG Solar | Western Manufactured Housing |
| Day Carter Murphy | Office of Ratepayer Advocates | Communities Association (WMA) |
| Dept of General Services | OnGrid Solar | Yep Energy |
| Don Pickett & Associates, Inc. | Pacific Gas and Electric Company | |
| Douglass & Liddell | Peninsula Clean Energy | |